FEDERAL BUREAU OF INVESTIGATION
FOI/PA
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FD-[redacted] (Rev. 3-27-95)
Complaint Form

NOTE: Hand print names legibly; handwriting satisfactory for remainder.
Indices: ☐ Negative ☐ See below

Subject's name and aliases	Character of case
[redacted] w/Evergreen/BMJ Int Evergreen Security Ltd. BMJ International Svc. Inc.	49A 196D
	Complainant ☒ Protect Source Bankruptcy Trustee's Office
	Complaint received ☐ Personal ☒ Telephonic Date 01/26/2001 Time 5:15 pm
Address of Subject Unknown/(to be provided by Trustee at later time.	Complainant's address and telephone number [redacted] BR Trustee 135 W. Central Blvd. Suite 62
	Complainant's DOB: N/A — Sex: Female

b6 b7C

Subject's Description						
	Race	☐ Male	Height	Hair	Build	Birth date and birth place
	Age	☐ Female	Weight	Eyes	Complexion	Social Security Number
	Scars, marks and other data					

Employer: n/a [redacted] is debtor's attorney) — Address — Telephone

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Vehicle Description

Facts of Complaint

PROTECT SOURCE

Reassign to
SA [redacted] 2/23/01
WWE:wwe
(2)

2/23/01

Rec'd At Rotor 2-23-01

Do not write in this space.

0a-A
196C-TP-52705-1
SA [redacted]
CPL. SRA
2/2/01
2/5/01

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SA [redacted]
(Complaint received by)

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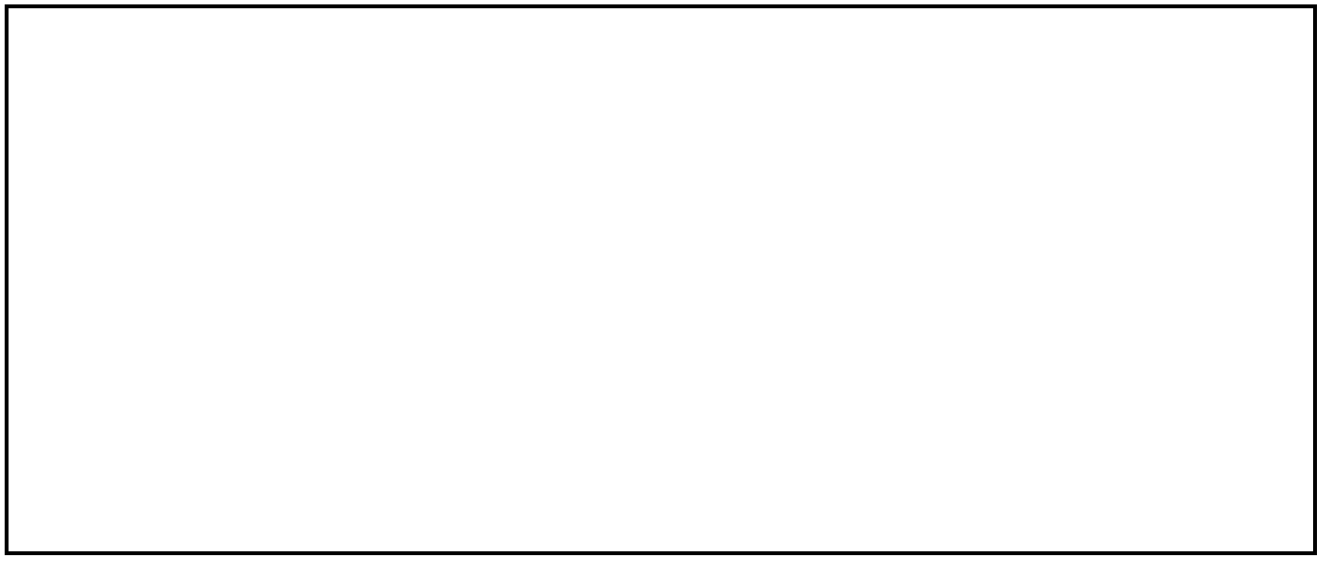

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PROTECT SOURCE

Hit on [redacted] FBI Net

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Includes:

196A-HO-38298 [redacted]

FBI- investigator

196A-KX-62014 (HO) Open 12/6/93
Closed 8/17/00

[redacted]

*CERTIFIED CIRCUIT COURT MEDIATOR

DEAN & DEAN

A LIMITED LIABILITY PARTNERSHIP
CONSISTING OF PROFESSIONAL ASSOCIATIONS
ATTORNEYS AT LAW

MAILING ADDRESS:
230 N.E. 25TH AVENUE
OCALA, FLORIDA 34470-2938

OFFICES IN:
BEVERLY HILLS (352) 746-0700
LEESBURG (352) 365-2700
OCALA (352) 368-2800
FAX: (352) 867-5787
TOLL FREE: 1-800-651-9646
E-MAIL: dean@atlantic.net

January 24, 2001

[redacted] Special Agent
Federal Bureau of Investigation
500 Winderley Place, Suite 324
Maitland FL 32751

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Dear [redacted]

Thank you for taking a few minutes to speak with me regarding my client, Ansbacher (Bahamas) Ltd. The enclosed copy of correspondence from my client sets forth their concern regarding possible criminal activities in connection with the management of Evergreen Security, Ltd.

Ansbacher invested approximately Five Million Dollars ($5,000,000) of its client's funds in securities offered by Evergreen. Evergreen was operated as a mutual fund permitting investors to purchase and sell securities from Evergreen based upon the value of Evergreen's portfolio (approximately $10MM). Evergreen ceased redeeming its shares or paying dividends late last fall and apparently now has declared bankruptcy.

Evergreen has refused to answer repeated phone calls from Ansbacher and has not explained what happened to Ansbacher's client's Five Million Dollars ($5,000,000) or the monies Evergreen received from other investors.

My client would appreciate it if the FBI would look into the whereabouts of my client's investments. It seems impossible to me for a mutual fund to loose Ten Million Dollars ($10,000,000) investing in mortgage backed securities such as Ginny Mae's and Fanny Mae's without fraud or embezzlement being involved.

Very truly yours,

DEAN & DEAN, LLP

[redacted]

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[redacted]
Enclosures

ANSBACHER

Ansbacher (Bahamas) Limited
Ansbacher House
PO Box N-7768
Bank Lane
Nassau BAHAMAS
Telephone +1 242 322 1161

Facsimile +1 242 326 5020
SWIFT BITCBSNS
@ansbacher.bs

Private and Confidential

January 17, 2001

Via Facsimile # 352-367-5787

[redacted]

Dean & Dean
230 N. E. 25th Avenue,
Ocala, Florida 34476-2938

Dear [redacted]

Re: Evergreen Security Ltd.

Further to your telephone conversation with [redacted] yesterday, we give the following brief overview regarding the above subject.

We were advised that a mutual fund, which is administered in the United States and the Bahamas, might be in difficulty. At present, approximately 44 clients of Ansbacher (Bahamas) Limited (ABL) have invested a total of $5 million in the Fund. The number consists of 42 Discretionary Trusts and two International Business Companies. The Fund offered investors a return of 10-15% p.a.

In 1994, [redacted] of Boroughs, Grimm, Bennett & Morlan acting for Atlantic Portfolio Analytics Management (APAM), Orlando, Florida set up the Evergreen Security Ltd., a mutual fund (the Fund) with the registered office at Ansbacher(BVI). Agents of APAM advertised the fund to individuals in The Bahamas, Canada and the United States. Persons interested in investing, upon the advice of the promoter, set up trusts administered by Westpac Bank and Trust (Bahamas) Ltd. (Westpac) for the sole purpose, by and large, of investment in Evergreen Security Limited. Westpac was acquired in 1995 by BITCO, now Ansbacher (Bahamas) Limited (ABL).

In 1998/1999, changes were perceived in the fund's structure by ABL staff and, [redacted] of Medallion Services LLC, which operates from the same address as APAM in Orlando, began to play a more prominent role. Enquiries were made by ABL staff as to

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the changes and repeated requests were made for verification of custodian, investment manager etc.

In September 2000, [redacted] advised ABL as trustees of the trusts that new owners had acquired Evergreen, and [redacted] a naturalized American of Polish background now held majority interest in the Fund and a new Fund was being launched and a number of our concerns i.e. financial statements etc will be addressed and complied with under the new structure. He provided a draft prospectus at that time. [redacted] agreed to provide all the due diligence documentation on [redacted] and any other related parties. The due diligence has not been forthcoming. ABL made a further request for due diligence again this month. b6 b7C

In October 2000, Evergreen had registered a new fund in The Bahamas with the Securities Commission called Evergreen Fund Ltd or Evergreen Stable Yield Fund Limited. Sentinel Bank, Nassau, affected this registration. [redacted] also promised to provide the finalized version of the Prospectus and other materials. The prospectus has not yet been received. b6 b7C

[redacted] further advised that the existing Evergreen Security Limited had been called effective 15th September 2000, therefore all funds were frozen and redemptions would be prohibited until 31st December 2000. In the meantime interest would be paid but no repayment of any principal amounts would be allowed. At the redemption date, Evergreen Security Limited was to offer each investor the option to re-invest their certificates into the new fund or to redeem their certificates at 100% of its principal value in addition to 100% of the interest accumulated as of September 1st, 2000. The new fund was to offer investors a dividend payment of 10% per annum payable monthly or to allow interest to be accumulated in accordance with the offering memorandum for a five-year period. According to [redacted] the new Evergreen fund was to continue to be managed by APAM/Medallion with sub contraction of services to International Portfolio Analytics, a Nassau company managed by [redacted] Bear Stern was to continue to serve as custodian and the funds were to be invested in US government backed securities. However UMB Bank was noted as custodian on the draft prospectus. Medallion Financial Management Services was to continue to provide consultancy, design and general operational services to the ultimate beneficial owner of the fund. b6 b7C

From 31st December, 2000 to date ABL has made contact with [redacted] of Sentinel Bank, [redacted] of Investment Services in the Out Island Traders Building, representatives of Medallion in The Bahamas, the Securities Commission, [redacted] of Medallion Financial Management and International Portfolio Analytics to ascertain the whereabouts of the funds of approximately 5 million dollars. It was confirmed that the new fund was licensed in October 2000, however Sentinel Bank confirmed that monies, which were expected, were not transferred to the new fund. Medallion in Orlando cannot provide any information either on the whereabouts of the funds, which should have been transferred as of December 31st, 2000, to the new Evergreen fund. Up to September 2000 all redemption proceeds were paid on time and the last bimonthly interest payment was made on 1st January 2001. The interest due on 15th January has not been received todate. A copy of [redacted] recent correspondence is also attached for your review. b6 b7C

We enclose a copy of correspondence dated 5th April 2000, which gives salient details regarding the operation of the Fund, and we seek your assistance in making

representation to the following U.S. parties connected to the Fund and the relevant U.S. authority and in respect of the assets of the Fund:-

[redacted] b6 b7C

Medallion Services LLC
201 East Pine Street,
Suite 500
P. O. Box 3309
Orlando. Fl. 32801
Phone: 407 843-3331
Fax: 407 841--8007

UMB Bank N.A.
928 Grand Blvd.
Kansas City, MO 64108
Phone:816-860-7792
Fax: 816-221-0438

[redacted] b6 b7C

C/o Atlantic Portfolio Analytics & Management Inc. (APAM)
201 East Pine Street
Suite 500,
Orlando, Fla. 32801
Phone: 407-843-3331
Fax: 407-841-8007

Bear Stearns,
New York

[redacted]

Please contact us i.e. [redacted] or myself should you require further details.

[redacted] b6 b7C

Manager, Trust

[redacted]

From: BJM [bjm@inca]
Sent: Friday, January 12, 2001 9:17 PM
To: [redacted]@ansbacher.bs
Subject: Evergreen Info Update

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We have received your request to be added to our email group for information
pertaining to the Evergreen Fund. Once you are added to the email group,
you will automatically receive an updates as they are available.

I have included the last update sent out, it is as follows:
==========

BJM INTERNATIONAL SERVICES, INC.
201 E. PINE STREET, SUITE 500
ORLANDO, FLORIDA 32801

January 10, 2001:

Let me begin by introducing myself to some of you. I am [redacted] b6
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[redacted] of BJM International Services, Inc. ("BJM"). BJM is the manager of Evergreen Security Ltd. ("Evergreen").

Many of you have attempted to contact my office over the last few days and a
majority of those contacting our office have asked to speak with me
personally. I want you to know that I understand your desire to speak with
me. You want answers and I am the only person you are aware of that you can
both contact and hopefully may have answers. As investors in Evergreen you
deserve to hear from me and the Owner and Directors of Evergreen itself
regarding your investment. I will do my best to meet that expectation.

Given the number of investors, professional advisors and other interested
parties, I hope you recognize that my speaking to every one of you
personally and all at once has proven to be impossible. As a result, I have
attempted to communicate with you through my staff and through other means
of communication. I also recognize that to many of you that has not been an
acceptable approach and that the level of communication you have been given
so far has been unsatisfactory and not very helpful. The primary reason for
that has been our absolute commitment to tell you only factual information
that we have been able to independently verify or that is not intended to be
misleading or inaccurate in any manner. You deserve nothing less. BJM is
committed to deliver that information to you.

One method that we have created to provide you with information is through
e-mail. If you have an e-mail address and want to receive updated

information as we have it to give, if you will e-mail us at bjm@inca.net and provide us with the e-mail address you want us to provide you with updated information, we will add you to the e-mail update list. Please use it if you can, as it will be the fastest and most efficient way for us to communicate with you. We will also be providing this same information to you advisors and other professionals as well in hope that they can assist us in providing the most information possible quickly. Please do not be upset at your advisors if they cannot give you any more information than I have delivered to them. I am sure they are attempting to provide you with as much information as possible.

I apologize if any of this information is redundant. If you have heard anything other than what is written here, please recognize that it may not be accurate. Only those statements in this communication, and others you receive like it, are the statement of Management, the Owner, Guarantor, or the Directors of Evergreen.

For now, the Owner, Guarantor and Directors of Evergreen have authorized BJM to make the following statement to be communicated to Investors and other interested parties:

Two of the three Directors of Evergreen met Monday, January 08, 2001, with representatives of the Management and the Owner of Evergreen and the Guarantor of Evergreen's obligations.

The meeting covered the status of Evergreen, including the fact that the early redemption of Evergreen called for December 31, 2000 did not occur.

At the meeting, the Owner and Guarantor of Evergreen reaffirmed their intention to see that all obligations of Evergreen are satisfied. The Owner and Guarantor further stated their opinion that the value of their assets would be sufficient to satisfy Evergreen's obligations. While independent, current verification of such value was not available for the meeting, such current valuation is expected to be delivered to the Board of Directors of Evergreen within the next few weeks.

Members of the Board of Directors of Evergreen directed Management to seek appropriate assistance, including legal counsel, regarding arrangements to ensure that Evergreen's obligations are satisfied in an orderly and reasonable fashion.

As an up date to that statement issued to BJM on January 8, 2001, I am here to report that representatives of the Owner, Guarantor, the Directors of Evergreen and BJM met with counsel on Tuesday, January 9, 2001. The goal of

that meeting was to develop a plan to carry out the stated objectives of the
Owner and Guarantor of Evergreen in the statement above and to seek advise
as to the Directors and Management's duties and obligations as a result of
the failure to redeem certificates on December 31, 2000.

It is the opinion of Evergreen, that an orderly process of meeting its obligations is in the best interest of all concerned. The Owner, Guarantor,
Directors and Management are working together on developing that plan. More
information will be forthcoming.

Sincerely,

BJM International Services, Inc.

[redacted]

Manager Evergreen Security, Ltd.

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INTERNATIONAL SERVICES *inc.*

ANSBACHER (BAH) LIMITED
Rec'd
APR 11 2000
REF.
Ack'd
Ansd by
INCOMING COURIER

April 5, 2000

[redacted]
Henry Ansbacher Bahamas, Ltd.
PO Box N-7768
Ansbacher House, Bank Lane
Nassau, Bahamas

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[redacted]
sident

Dear [redacted]

East Pine Street
to Number 500
ando, FL 32801

[redacted] asked that I follow-up with his last meeting with you in Nassau regarding the management of the Evergreen Stable Yield Fund. This is to confirm that the asset manager of the Evergreen Stable Yield Fund is IPA/APAM. I believe that you are familiar with IPA/APAM, however, just in case, the following is some of their background:

407 843 3331
407 841 8007

IPA is based in the Bahamas and is guided by the advanced risk and performance management analysis performed by APAM. APAM, based in Orlando, Florida, has been in business since 1984. Its principals founded IPA in 1993. We believe that IPA's management team includes some of the best minds in the business:

[redacted] of the Investment Manager, an internationally acknowledged investment advisor located in Nassau Bahamas. The Investment Manager earned a world ranking evaluation by Micropal and Nelson as a top performing mutual fund manager. Prior to joining the Investment Manager as its [redacted] co-managed individual, corporate, pension and offshore investment funds in excess of $2 billion dollars [redacted] is a member of the Bahamas Government Securities Market Task Force and is a past member of the National Chapter for the Association of Investment Management & Research. [redacted] is responsible for the implementation of the portfolio allocation decisions, the administration of product development and the supervision of the daily portfolio operations for the Investment Manager. He received a Bachelor of Arts Business Administration degree with a concentration in Finance and Accounting in 1990, and in the same year was awarded the Chartered Financial Analyst designation.

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[redacted] of the Investment Manager. As [redacted] He has final responsibility for the risk exposure and performance of all client portfolios, and all trades proposed by the Investment Management Committee are subject to his review and approval. [redacted] b6 b7C of Atlantic Portfolio Analytics and Management, Inc. ("APAM") with primary responsibility for investment strategy. He was previously the [redacted] at the Florida Institute of technology [redacted] earned a Ph.D. in Economics from Texas A&M University.

[redacted] directs the investment strategy and activity in distressed U.S. dollar asset-backed securities for the Investment Manager. He manages default modeling and due diligence efforts prerequisite to investing in distressed asset backed securities, and he developed and executes the strategy employed to successfully invest in illiquid and otherwise distressed asset-backed securities. [redacted] was previously responsible for managing Levered Mortgage Arbitrage, which oversees the capital committed to levering and hedging mortgage derivatives and correlated instruments. He was previously [redacted] at APAM, which is IPI's U.S. affiliate. Before entering the financial arena, [redacted] technical background was in large-scale optimization. He earned his Ph.D. in Chemical Engineering with a minor in Applied Mathematics from MIT.

[redacted] performs the economic analysis that underpins mortgage prepayment and trading models developed for the Investment Manager. He develops credit models, relationships and scenarios to test the performance of any credit sensitive mortgage assets considered for the portfolio. He has worked with the research staff b6 b7C to develop asset and loan level default models linking cash flow integrity of asset backed securities with regional and macro and liquidity conditions in the economy. Previously, he served the State of Idaho as its [redacted] has a Ph.D. in Economics from Colorado State University, and has held numerous academic positions, including Assistant Professor of Economics and Department Chair, Visiting Assistant Professor of Economics, and Adjunct Professor in Economics and Corporate Finance.

[redacted] is responsible for relative value analysis and trading of investment opportunities related to MBS collateral. He develops and executes hedging strategies using liquid Government Agency MBS passthrough securities for the Fund. [redacted] has fourteen years of experience in actively trading MBS passthroughs for Wall Street firms such as Union Bank of Switzerland (UBS), Prudential Securities, and [redacted] earned a B.S. from Rutgers University in 1982, and an MBA from Fordham University in 1985.

[redacted] is responsible for developing and analyzing levered mortgage trades, and for integrating, and maintaining b6 b7C corporate-wide financial and risk systems. He has a BS from University of Indonesia in the field of Gas and Petrochemical Engineering, an MS from Carnegie Mellon University and a

Ph.D. from MIT, both in the field of Chemical Engineering. Before joining IPI, he was a lecturer at University of Indonesia in the Engineering and Business Schools.

[redacted] develops systems for identifying, developing and monitoring trades involving interest rate derivatives. He further applies his background in modeling and numerical methods to the modeling financial risk in complex portfolios. Prior to joining the firm, [redacted] was involved in research and development of image processing algorithms for three-dimensional ultrasound imaging and the design of radical laser pulse sequences for molecular control as a postdoctoral researcher at the University of Chicago. He received a Ph.D. in Theoretical Physical Chemistry applying quantum statistical mechanics to a novel molecular system.

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Since 1992, APAM has consistently ranked in the top percentile in Nelson's "World's Best Money Managers". APAM's Agency Mortgage Arbitrage Strategy Ranked #4 out of 685 for a five-year period ending 1998. Lipper Analytical Services has twice rated APAM fund #1 Offshore Leveraged/Hedge Funds Investing in U.S. In addition, APAM received the Smithsonian Institute Award in 1995 for innovative financial software applications in super-computing technology.

Bear Stearns, New York, is the custodian of the Evergreen Trust. The Evergreen Trust portfolio earned **20.15%** net of investment advisor fees in 1999. As you know, The Evergreen Fund, when managed by ABP International Services, Inc., was not externally audited even though IPA/APAM's performance was audited. We have endeavored to change that practice. While the existing Fund has undergone an internal audit by new management, we have also begun a new several new Funds, all of which will be registered, audited, and accompanied by full offering memoranda. We hope to be able to provide you with these new funds by end of May, 2000.

We are particularly excited about two new funds, which will offer third-party guarantees of principal. One product is excellent for institutional investors as well as individuals. It is an insured money market fund where by each day's earnings are capitalized and insured. In essence an investor is at risk one days interest only at all times and has daily liquidity. The second guaranteed fund is guaranteed by our custodian, Bear Stearns and has two maturity options, 5-year and 10-year. The fund will pay the investor 7% and 7.5% respectively paid at maturity, and provide a marketing incentive of 1% annually, paid quarterly. Investors should be comforted in knowing that Bear Stearns, one of the top Investment Banks in the World, will be overseeing the Evergreen Principal Protected Fund to insure its asset managers are performing and investing in accordance with the Offering Memorandum, as well as guaranteeing the investors principal. I believe it is also a good indication of Bear Stearns confidence in Evergreen and its asset manager IPA/APAM.

Investors will also have the opportunity of investing in our traditional income product, but this time with full audit and offering memorandum. The Fund has been approved and registered in Bermuda. Our goal is to list it as well and thereby create a secondary market.

On a personal note, [redacted] I realize that communication with our offices have been poor. I am endeavoring to correct it. There have been many circumstances that have contributed to our problems, but I recognize in this business it really does not matter why, just that you as Trustee get the service you require. I apologize and appreciate the courtesy and patience you have shown us. I realize we have also had this conversation before. My failure to deliver has not been due to any ill motives or lack of trying. I do believe we are turning the corner on the past. I will come prepared the next time we meet, provided we still have an open door with Ansbacher. I believe we have an excellent opportunity to form a mutually beneficial relationship. It is my desire to do so.

[redacted] advised me you had inquired about [redacted] had to undergo angiaplasty on two blocked arteries in November. Only one was successful. They are attempting to treat him with medications; however, the side effects are horrendous and he has taken an indefinite leave of absence. I believe he is physically improving, but emotionally he has a long way to go.

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We hope that you are as excited about the changes that have been made as we are and we look forward to serving you in the future.

Sincerely,

[redacted]

[redacted]

BJM International Services, Inc.,
Manager Evergreen Securities, Ltd.

ANSBACHER

Ansbacher (Bahamas) Limited
Ansbacher House
PO Box N-7768
Bank Lane
Nassau BAHAMAS
Telephone +1 242 322 1161

Facsimile +1 242 326 5020
SWIFT BITCBSNS
[redacted]@ansbacher.bs

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Via Facsimile No. 352-867-5787

19th January, 2001

[redacted]

Dean & Dean,
230, N E. 25th Avenue,
Ocala, Florida 34476-2938

Dear [redacted]

Re: Evergreen Security Ltd.

We refer to your telephone conversation minutes ago with [redacted] regarding our correspondence of 17th January 2001.

We wish to engage your services to represent Ansbacher (Bahamas) Limited to recover approximately US$5 million of client funds which were invested in the above-referenced Fund which is under the control of [redacted] of Medallion Services LLC and Atlantic Portfolio & Analytics Management Inc. (APAM) of 201 East Pine Street, Suite 500, P. O Box 3309, Orlando, Florida 32801.

Yours sincerely,

[redacted]

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Managing Director

ANSBACHER

FACSIMILE

Ansbacher (Bahamas) Limited
Ansbacher House
PO Box N-7768
Bank Lane
Nassau BAHAMAS
Telephone +1 242 322 1161
Facsimile +1 242 326 5020
SWIFT BITCBSNS
[redacted]@ansbacher.bs

To [redacted]
Dean & Dean
Ocala, Florida
Fax 352-867-5787

From [redacted]
Fax 242-326-5020

Date 23rd January, 2001

Pages 8
Including this one

Subject Evergreen Security, Ltd.

This facsimile is confidential and may also be privileged. If you are not the intended recipient, please notify us immediately; you should not copy it or use it for any purpose, nor disclose its contents to any other person.

Dear [redacted]

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We attach a copy of correspondence received from BJM International Services, Inc. which is self-explanatory. Please call us to discuss the content of the message and our notification to the clients.

[redacted]
Manager, Trust

[redacted]

From: [redacted]
Sent: Tuesday, January 23, 2001 8:04 AM
To: [redacted]
Subject: FW: 01/22/01 Evergreen Update/Statement
Importance: High

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b7C

-----Original Message-----
From: BJM [mailto:bjm@inca]
Sent: Monday, January 22, 2001 11:49 PM
To: evergreen@inca.net
Subject: 01/22/01 Evergreen Update/Statement
Importance: High

BJM INTERNATIONAL SERVICES, INC.
201 E. PINE STREET, SUITE 500
ORLANDO, FLORIDA 32801

January 22, 2001:

UPDATE

Evergreen Security, Ltd. has hired the law firm of Wolff, Hill, McFarlin & Herron, P.A. in Orlando, Florida to file a petition on behalf of Evergreen Security, Ltd. for a reorganization of the Company in the U.S. Bankruptcy Court for the Middle District, Florida, Orlando Division. The Petition is expected to be filed on or about January 22, 2001.

Evergreen recognizes that many of its investors may not be familiar with US Chapter 11 bankruptcy. Therefore, the following generalization is provided from legal counsel. The Chapter 11 generalization is for informational purposes only. It is not a substitute for independent legal advice.

SUMMARY OF CHAPTER 11 OF THE UNITED STATES BANKRUPTCY CODE

Property of the Estate and Operation of the Business

The commencement of a Chapter 11 case creates an estate comprising all the legal and equitable interests of the debtor in property as of the date the petition is filed. Sections 1101, 1107, and 1108 of the Bankruptcy Code provide that a debtor may continue to operate its business and remain in possession of its property as a "debtor in possession" unless the bankruptcy court orders the appointment of a trustee.

Automatic Stay

Pursuant to Bankruptcy Code section 362, the filing of a Chapter 11 petition operates as an automatic stay applicable to all entities of various actions, including actions to collect pre-petition claims from the debtor or otherwise interfere with its property or business.

Plan Of Reorganization

The Chapter 11 plan sets forth the terms of financial reorganization or liquidation. If a trustee is not appointed, then only the debtor may file a plan during the first 120 days of a Chapter 11 case. Section 1121(d) of the Bankruptcy Code permits the court to extend or reduce that 120-day period. After the "exclusive period" has expired, unless the debtor has filed a plan within the exclusive period, a creditor or any other party-in-interest may file a plan. If the debtor files a plan within the exclusive period, then the debtor is given 60 additional days during which the debtor may solicit acceptances of its plan. The solicitation period may be extended or reduced by the court upon a showing of "cause."

Disclosure Statement

An acceptance or rejection of a plan may not be solicited after the commencement of a Chapter 11 case from a holder of a claim or interest unless, at the time of or before such solicitation, there is transmitted to such holder the plan or a summary of the plan, and a written disclosure statement approved, after notice and a hearing, by the court as containing "adequate information." "Adequate information" means information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor's books and records, that would enable a hypothetical reasonable investor typical of holders of claims or interests of the relevant class to make an informed judgment about the plan.

Impairment

A class of claims or interests is "impaired" if the legal, equitable, or contractual rights attaching to the claims or interests of that class are modified. Modification for purpose of determining impairment, however, does not include curing defaults and reinstating maturity, so long as the holder of a claim or interest is compensated for any damages incurred as a result of reasonable reliance on contractual provisions or applicable non-bankruptcy laws that authorize acceleration of the debt after default.

Confirmation Standards

General

The proponent of a plan of reorganization must meet all applicable requirements of section 1129(a) of the Bankruptcy Code (except section 1129(a)(8) if the proponent proposes to seek confirmation of the plan under the provisions of section 1129(b) of the Bankruptcy Code). These requirements include, among other things, that: (a) the plan comply with applicable provisions of Title 11 and other applicable law; (b) the plan be proposed in good faith; and (c) at least one impaired class of creditors

has
voted to accept the plan.

Specific

Section 1129 of the Bankruptcy Code, which sets forth the requirements that
must be satisfied in order for the plan to be confirmed, lists the following
requirements for the approval of any plan of reorganization:

I. A plan must comply with the applicable provisions of the Bankruptcy Code,
including inter alia, section 1123(a)(4) which provides that a plan must "provide the same treatment for each claim or interest of a particular class, unless the holder of a particular claim or interest agrees to a less
favorable treatment of such particular claim or interest." Such anti-discrimination provision applies to contingent claims (such as guaranty
claims) as well as all other claims and interests.

II. The proponent of a plan must comply with the applicable provisions of
the Bankruptcy Code.

III. A plan must be proposed in good faith and not by any means forbidden by
law.

IV. Any payment made or to be made by the proponent, by the debtor, or by a
person issuing securities or acquiring property under a plan, for services
or for costs and expenses in or in connection with the case, or in connection with such plan and incident to the case, must be approved by, or
be subject to the approval of, the court as reasonable.

V. (i)(A) the proponent of a plan must disclose the identity and affiliations of any individual proposed to serve, after confirmation of such
plan, as a director, officer, or voting trustee of the debtor, an affiliate
of the debtor participating in a joint plan with the debtor, or a successor
to the debtor under such plan; and

(B) The appointment to, or continuance in, such office of such individual
must be consistent with the interests of creditors and equity security holders and with public policy; and;

(ii) The proponent of a plan must disclose the identity of any insider that will be employed or retained by the reorganized debtor, and the nature
of any compensation for each insider.

VI. Any governmental regulatory commission with jurisdiction, after confirmation of a plan, over the rates of the debtor must approve any rate
change provided for in such plan, or such rate change is expressly conditioned on such approval.

VII. Each holder of a claim or interest in an impaired Class of claims or
interests must have accepted the plan or must receive or retain under the
plan on account of such claim or interest property of a value, as of the effective date of the plan, that is not less than the amount that such

holder would so receive or retain if the debtor were liquidated under Chapter 7 of the Bankruptcy Code on such date; or, if the class is a class of secured claims that elects non-recourse treatment of the claims under section 1111(b) of the Bankruptcy Code, each holder of a claim in such class will receive or retain under the plan on account of such claim property of a value, as of the effective date of the plan, that is not less than the value of such holder's interest in the estate's interest in the property that secures such claims.

VIII. With respect to each class of claims or interests, such class must accept the plan or not be impaired under the plan (subject to the "cramdown" provisions discussed below).

IX. Except to the extent that the holder of a particular claim has agreed to a different treatment of such claim, a plan must provide that:

(1) with respect to an administrative claim and certain claims in an involuntary case, on the effective date of the plan, the holder of the claim will receive on account of such claim cash equal to the allowed amount of the claim;

(2) with respect to a class of priority wage, employee benefit, consumer deposit and certain other claims described in subsections 507(a)(3)-(6) of the Bankruptcy Code, each holder of a claim of such class will receive

(a) if such class has accepted the plan, deferred cash payments of a value, as of the effective date of the plan, equal to the allowed amount of such claim;

(b) if such class has not accepted the plan, cash on the effective date of the plan equal to the allowed amount of such claim; and

(3) with respect to a priority tax claim of a kind specified in section 507(a)(8) of the Bankruptcy Code, the holder of such claim will receive on account of such claim deferred cash payments, over a period not exceeding six years after the date of assessment of such claim, of a value, as of the effective date of the plan, equal to the allowed amount of such claim.

X. If a class of claims is impaired under a plan, at least one class of claims that is impaired under such plan must have accepted the plan, determined without including any acceptance of the plan by any insider.

XI. Confirmation of a plan must not be likely to be followed by the liquidation, or the need for further financial reorganization, of the debtor or any successor to the debtor under the plan, unless such liquidation or reorganization is proposed in the plan. This is the so-called "feasibility" requirement.

XII. All fees payable under section 1930 of Title 28, United States

Code, as determined by the court at the hearing on confirmation of the plan, must have been paid or the plan must provide for the payment of all such fees on the effective date of the plan.

XIII. A plan must provide for the continuation after its effective date of payment of all retiree benefits, as that term is defined in section 1114 of the Bankruptcy Code, at the level established pursuant to subsection (e)(1)(B) or (g) of section 1114 of the Bankruptcy Code, at any time prior to confirmation of the plan, for the duration of the period the debtor has obligated itself to provide such benefits.

This disclosure statement discusses in more detail three of these requirements: (a) feasibility of the plan; (b) acceptance by impaired classes; and (c) the minimum value standard. Further, the required disclosures described in paragraph 5 above are contained herein. The debtor believes that the plan meets all the requirements of section 1129(a) of the Bankruptcy Code (other than as to voting, which has not taken place) and will seek a ruling of the court to this effect at the hearing on confirmation of the plan. You are urged to consult your own counsel to evaluate each and every one of the standards for confirmation of the plan under the Bankruptcy Code.

Feasibility Of The Plan

The debtor believes that, after confirmation of the plan, the debtor will be able to perform its obligations under the plan and continue to operate its business without further financial reorganization or liquidation. Confirmation of the plan will require the court to determine that the plan is feasible.

The business plan contained herein demonstrates that the plan is not likely to be followed by the need for liquidation or further financial reorganization of the debtor.

Acceptance Of The Plan

As a condition of confirmation, the Bankruptcy Code requires that each impaired class of claims or interests accept the plan. The Bankruptcy Code defines acceptance of a plan by a class of claims as acceptance by holders of two-thirds in dollar amount and a majority in number of claims in that class, but for that purpose counts only those who actually vote to accept or reject the plan. The bankruptcy code defines acceptance of a plan by a class of interests (equity securities) as acceptance by holders of two-thirds of the number of shares, but for this purpose counts only shares actually voted. Holders of claims or interests who fail to vote are not counted as either accepting or rejecting a plan.

Classes of claims or interests that are not "impaired" under a plan are deemed to have accepted the plan and are not entitled to vote. A class is deemed not to have accepted a plan if such plan provides that the claims or interests of such class do not entitle the holders of such claims or

interests to receive [redacted] retain any property under the p[redacted] on account of such claims or interests. Acceptances of the plan are being solicited only from those who hold allowed claims or interests in an impaired class. A sample form of ballot to accept or reject the plan is attached as an exhibit to the plan.

Best Interests of Creditors and Equity Security Holders; Liquidation Analysis

Even if the plan is accepted by each class of creditors and equity security holders, to confirm the plan, the court must independently determine that the plan is in the "best interests" of all classes of creditors and equity security holders impaired by the plan. The "best interests" test requires that the court find either that: (i) all members of an impaired class of claims or interests have accepted the plan; or (ii) the plan will provide each non-accepting member of the class with a recovery that has a value at least equal to the value of the distribution that each such member would receive if the debtor were liquidated under Chapter 7 of the Bankruptcy Code.

To calculate what members of each impaired class of creditors and equity security holders would receive if a debtor were liquidated, the court must first determine the aggregate dollar amount that would be generated from the debtor's assets if the Chapter 11 case was converted to a Chapter 7 case under the Code. This "liquidation value" would consist primarily of the proceeds from a forced sale of the debtor's assets by a Chapter 7 trustee.

The amount of liquidation value available to unsecured creditors would be reduced first by the claims of secured creditors to the extent of the value of their collateral and then by the costs and expenses of liquidation, as well as by other administrative expenses and costs of both the Chapter 7 case and the Chapter 11 case. Costs of liquidation under Chapter 7 of the Code would include compensation of a trustee, as well as of counsel and other professionals retained by the trustee, asset disposition expenses, all unpaid expenses incurred by the debtor in its Chapter 11 case (such as compensation of attorneys, financial advisors and accountants) that are allowed in the Chapter 7 case, litigation costs, and claims arising from the operations of the debtor during the pendency of the Chapter 11 case. The liquidation itself would trigger certain priority claims, such as claims for severance pay, and would accelerate other priority payments that otherwise would be due in the ordinary course of business. Those priority claims would be paid in full out of the liquidation proceeds before the balance would be made available to pay general claims or to make any distribution with respect to equity interests.

In liquidation, distinctions among classes of unsecured claims are generally eliminated. Once the court ascertains the recoveries in liquidation of secured creditors, administrative and other priority claimants, general creditors and equity security holders, those recoveries are compared

with
the distributions offered to each class of claims or interests under the plan of reorganization to determine if the plan of reorganization is in the
best interests of creditors and equity security holders of each class.

The debtor believes that: (a) the plan is in the best interests of creditors
and equity security holders; and (b) that the holders of claims in each impaired class will receive more under the plan than they would in liquidation. Attached to this disclosure statement is a liquidation analysis prepared by the debtor. Reference is made to the liquidation analysis for specific valuations, estimated recoveries, and for a description of the procedures followed, the factors considered, and the assumptions made in preparing the analysis. The debtor believes that any
liquidation analysis is, at best, highly speculative.

Confirmation Without Acceptance Of All Impaired Classes (Cramdown)

The Bankruptcy Code contains provisions for confirmation of a plan of reorganization even if the plan is not accepted by all impaired classes, as
long as at least one impaired class of claims has accepted the plan. The
provisions for confirmation of a plan despite the non-acceptance of one or
more impaired classes of claims or interests are set forth in section 1129(b) of the Code. If a plan of reorganization is to be confirmed despite
the rejection of a class of impaired claims or interests, then the proponent
of the plan must show, among other things, that the plan of reorganization
does not discriminate unfairly and that the plan is fair and equitable with
respect to each impaired class of claims or interests that has not accepted
the plan.

If a class of secured claims rejects the plan, the plan may still be confirmed if it provides (a) that the holders of such claims retain the liens securing the claims to the extent of the allowed amount of the claims,
and that they receive deferred cash payments totaling at least the allowed
amount of the claims of a value, as of the effective date, of at least the
value of their interest in the estate's interest in the collateral securing
the claims, or (b) for the sale of the collateral securing the claims, free
and clear of liens, with the liens to attach to the proceeds of the sale and
for treatment of such liens in the manner specified in clause (a) above or
(c) below, or (c) for the realization by such holders of the indubitable equivalent of the claims. Clause (c) has been interpreted by some courts to
include a surrender of the collateral securing a claim.

If a class of unsecured claims rejects the plan, the plan may still be confirmed if it provides (a) for each holder of a claim included in the rejecting class to receive or retain on account of that claim property that
has a value, as of the effective date of the plan, equal to the allowed amount of such claim, or (b) that the holder of any claim or interest that
is junior to the claims of such class will not receive or retain any property on account of such junior claim or interest.

If a class of equity security holders rejects the plan, the plan may still be confirmed if it provides (a) for each holder of an interest included in the rejecting class to receive or retain on account of that interest property that has a value, as of the effective date of the plan, equal to the greatest of the allowed amount of any fixed liquidation preference to which such holder is entitled, any fixed redemption price to which such holder is entitled, or the value of such interest, or (b) that the holder of any interest that is junior to the interest of such class will not receive or retain any property under the plan on account of such junior interest.

If the plan is not accepted by the requisite votes received from each impaired class, the debtor will consider seeking confirmation of the plan pursuant to section 1129(b) of the Code.

IA [redacted] contacted SA [redacted] Houston Division, and he advised when SA [redacted] was transferred to Quantico as an instructor, he, SA [redacted] took over the case, which was winding down. All subjects were convicted, and the case is currently pending inactive because one subject fled to England, his place of birth. SA [redacted] advised contact should be made with SA [redacted] for information on 196C-HO-38298 entitled, [redacted] dba [redacted] Et Al; FBW." b6 b7C

Contact with SA [redacted] Quantico, revealed [redacted] an individual from Florida, was a victim in 196C-HO-038298. He was one of the first people who came forward. Subjects persuaded [redacted] to invest with them and promised substantial return on his investment. [redacted] and his partners gave subjects $250,000.00 and lost it all. SA [redacted] brought [redacted] in for prep as a witness for upcoming trial, and SA [redacted] discovered [redacted] was less than forthcoming for records and documents. [redacted] tried to cut his other partners out of monies that would be refunded. SA [redacted] discovered he was not a "squeaky-clean" witness. SA [redacted] stated it sounds like [redacted] is doing what was done to him regarding [redacted] complaint I read to him. b6 b7C

SA [redacted] referred to 196A-KX-62014 which appears to be the above Houston case.

Case ID . : 196C-HO-38298 Serial : 1157
Responses :

Case ID #: 196C-HO-38298 (Closed)

Title: [redacted] dba
[redacted]
ET AL;
FRAUD BY WIRE

Synopsis: To close the pending case with AUSA [redacted] concurrence.

b6
b7C

Details: On August 15,2000, the writer spoke with AUSA [redacted] referencing the captioned case. [redacted] advised that the

Command . . . > ..... +
F1=Help F3=Exit F4=Prompt F7=Bkwd F8=Fwd F12=Cancel F13=Attrib F14=List
F16=NextDoc

Bottom of document.
02/02/01 View Document Text ECFVT0M0
06:40:26 More : -

Case ID . : 196C-HO-38298 Serial : 1157
Responses :

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captioned case was completely finished and that he did not feel
that it was necessary to leave the case open any longer. [redacted]

[redacted]

The writer request this case to be closed immediately
with the concurrence of AUSA [redacted]

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b7C

Command . . . > ..... +
F1=Help F3=Exit F4=Prompt F7=Bkwd F12=Cancel F13=Attrib F14=List F16=NextDoc

Cursor must be in scroll region
02/02/01 View Case ICMCMO02
11:41:31 Page 1 of 3
View Case, then press Enter
Case ID. . . . . : 196A-KX-62014
Class. . . . . : 196 A FBW -INTRNATL
Status . . . . . : C4 CLOSED ADMINISTRATIVELY
Squad. . . . . : 3 WCC/GGC/ATCM
Source . . . . . : 99 FOIMS CONVERSION
Case Type. . . . . :
Opened . . . . . : 02/26/1993

Title

[redacted] INVESTORS FINANCIAL GROUP
[redacted] DBA
INVESTORS FINANCIAL GROUP; FBW;

Summary

1

Command . . > ..... +
F1=Help F3=Exit F4=Prompt F6=Multv F7=Bkwd F8=Fwd F11=NextPg F12=Cancel
F13=ListSerial

b6
b7C

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No records found
02/02/01                    Search Index by Name                    UNI050M1
06:36:57
Type Search Info, then press Enter.
 C=Count L=List V=View P=Print
Action . >> L
Search Type >> ST.. + Switch 1st/Middle Names > N  Name Breakdown Display > N
Name >> EVERGREEN SECURITY LIMITED..................................... +
Search Criteria
  DOB  . . . . > ........  Blanks  . > Y Range . . > 02
  Event Date . > ........  Blanks  . > Y Range . . > 00
  Race  . .    > . +       Unknowns. > Y Sex . . . > .  Unknowns . > Y
  ID Type  . . > ... +     Blanks  . > Y ID Number > ...................
  Locality . . > .... .... .... .... .... .... .... .... .... .... +Blanks > Y
  DDN  . . . . > ..................................................... (Scan)
  Misc . . . . > ..................................................... (Scan)
  Main/Ref . . > .                          Crim/Sec  > .
  Class  . . . > ... ... ... ... ... +   Character > ..... +
  Office . . . > .. .. .. .. .. +
  Indexed From > ......  (MMYYYY)    To . > ......  (MMYYYY)

Command . .  > ..................................................... +
F1=Help F3=Exit F4=Prompt F5=Refresh F12=Cancel
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No records found
02/02/01                    Search Index by Name                    UNI050M1
06:37:32
Type Search Info, then press Enter.
 C=Count L=List V=View P=Print
Action . >> L
Search Type >> ST.. + Switch 1st/Middle Names > N  Name Breakdown Display > N
Name >> BMJ INTERNATIONAL SERVICE, INC..................................... +
Search Criteria
  DOB  . . . . > ........  Blanks  . > Y Range . . > 02
  Event Date . > ........  Blanks  . > Y Range . . > 00
  Race  . .    > . +       Unknowns. > Y Sex . . . > .  Unknowns . > Y
  ID Type  . . > ... +     Blanks  . > Y ID Number > ....................
  Locality . . > .... .... .... .... .... .... .... .... .... .... +Blanks > Y
  DDN  . . . . > ..................................................... (Scan)
  Misc . . . . > ..................................................... (Scan)
  Main/Ref . . > .                          Crim/Sec  > .
  Class  . . . > ... ... ... ... ... +   Character > ..... +
  Office . . . > .. .. .. .. .. +
  Indexed From > ......  (MMYYYY)    To . > ......  (MMYYYY)

Command . .  > ..................................................... +
F1=Help F3=Exit F4=Prompt F5=Refresh F12=Cancel
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Case ID . : 196C-CO-25431 * Serial : 540
Responses :

Precedence: ROUTINE Date: 01/17/2001

To: Miami Attn: PB-2/Fort Pierce RA

From: Columbia
Squad 7, Greenville Resident Agency
Contact: SA

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b7C
b7E

Approved By:

Command . . . > ..... +
F1=Help F3=Exit F4=Prompt F6=Multv F8=Fwd F12=Cancel F13=Attrib F14=List
F16=NextDoc

02/02/01 View Document Text ECFVT0M0
07:09:05 More : - +

Case ID . : 196C-CO-25431 * Serial : 540
Responses :

Drafted By: [redacted]

Case ID #: 196C-MM-94077 (Pending)
196C-CO-25431 (Pending)

Title: [redacted] b6 b7C
DBA [redacted]
ET AL;
(196C-MM-94077)

[redacted]
ET AL;
CONSPIRACY; MF; WF;

Command . . . > ..... +
F1=Help F3=Exit F4=Prompt F6=Multv F7=Bkwd F8=Fwd F12=Cancel F13=Attrib
F14=List F16=NextDoc

Case ID . : 196C-CO-25431 * Serial : 540
Responses :

(196C-CO-25431)

Synopsis: EC providing information to Miami regarding information requested in Miami EC's, serial numbers 9 and 14.

Reference: File Number: 196C-MM-94077, serial 9 and 14.

Enclosure(s): Enclosed for the Miami Division, Fort Pierce RA, are two (2) copies of an FD-302 reflecting interview of [redacted] b6 b7C [redacted] dated 01/19/2000 and two (2) duplicate copies of cassette recordings reflecting contact with an individual believed to be subject [redacted] in 05/2000, with Cincinnati Source cooperating in Columbia investigation entitled, [redacted]

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F14=List F16=NextDoc

Case ID . : 196C-CO-25431 * Serial : 540
Responses :

[redacted] aka; ET AL; Conspiracy, ML; MF; FBW;", Columbia file 196C-CO-25431.

Details: For information of the Miami Division, the Columbia Division has no pending cases involving [redacted] or [redacted] name surfaced in the [redacted] investigation in that [redacted] placed funds with [redacted] which have been returned and are detailed in the FD-302 interview of [redacted] being provided to Miami.

Subject [redacted] has not surfaced in the [redacted] investigation or any related investigation.

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Command . . . > ..... +
F1=Help F3=Exit F4=Prompt F6=Multv F7=Bkwd F8=Fwd F12=Cancel F13=Attrib
F14=List F16=NextDoc

Case ID . : 196C-CO-25431 * Serial : 540
Responses :

The Cincinnati Division developed a Cooperating Witness (CW) in May 2000 which had one (1) possible contact with [redacted] however, the pronunciation of [redacted] name was [redacted] (Phonetic). [redacted] was introduced to the Cincinnati CW at a meeting in Florida by [redacted] who is [redacted] is a close associate of [redacted] and would clearly be in a position to cooperate against [redacted] b6 b7C [redacted] is also [redacted] involving [redacted] and others.

Command . . . > .....

Case ID . : 196C-CO-25431 * Serial : 540
Responses :

Special Agent (SA) [redacted] OC2, Miami Division is the case agent of the Miami matter and is in a position to provide details regarding [redacted] indictment, as well as information regarding [redacted] willingness to cooperate in the Miami matter.

SA [redacted] will be immediately advised by writer if [redacted] indicates a willingness to cooperate in the South Carolina investigation and writer will facilitate arrangements to ensure SA [redacted] has an opportunity to interview [redacted] and obtain all information relevant to this matter. b6 b7C

LEAD(s):

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F1=Help F3=Exit F4=Prompt F6=Multv F7=Bkwd F8=Fwd F12=Cancel F13=Attrib
F14=List F16=NextDoc

Case ID . : 196C-CO-25431 * Serial : 540
Responses :

Set Lead 1: (Adm)

MIAMI

AT FORT PIERCE, FLORIDA

Read and clear.

CC: 1 - SA [redacted] b6 b7C

Command . . . > ..... +
F1=Help F3=Exit F4=Prompt F6=Multv F7=Bkwd F12=Cancel F13=Attrib F14=List
F16=NextDoc

02/02/01 List Summary Response UNI050MK
07:07:11
Type X, x, or / to view Full Response, then press Enter.

. Name: ANSBACHER LIMITED
M/R : R Case ID: 66F-HO-C45778 Serial: 3137
Race: X Sex: X DOB/Event: ID Info:
Misc: BSA/STRUCTURING/MONEY LAUND Entry Date: 03/23/1999 Class Level: SN

. Name: ANSBACHER LIMITED
M/R : R Case ID: 196D-KC-72766 Serial: 395
Race: X Sex: X DOB/Event: ID Info:
Misc: Entry Date: 05/01/1998 Class Level: SN

. V Name: ANSBACHER LIMITED
M/R : R Case ID: 196C-CV-56981 Serial: 146;
Race: U Sex: M DOB/Event: ID Info:
Misc: PHONE: +1 242 322 1161; FAX Entry Date: 01/28/2000 Class Level: SN

Command . . > ..... +
F1=Help F3=Exit F4=Prompt F8=Fwd F12=Cancel

End of Data
02/02/01 List Summary Response UNI050MK
07:07:35
Type X, x, or / to view Full Response, then press Enter.

. Name: ANSBACHER LIMITED BANK
M/R : R Case ID: 196C-CO-25431 Serial: 435
Race: X Sex: X DOB/Event: ID Info:
Misc: BANK IN THE BAHAMAS Entry Date: 07/13/2000 Class Level: SN

Command . . > ..... +
F1=Help F3=Exit F4=Prompt F7=Bkwd F12=Cancel

FD-350 (Rev. 5-8-81)

Evergreen's owner agrees to deposition

By BARRY FLYNN
OF THE SENTINEL STAFF

A lawyer for the owner of Evergreen Security Ltd. on Thursday promised a judge that his client will come to Orlando to answer questions next week about what happened to $200 million in missing investor money.

The owner, William J. Zylka, will submit to a deposition — an interview under oath — scheduled for Wednesday, New York City lawyer Edgar Booth told U.S. Bankruptcy Court in Orlando by telephone.

"Bill Zylka is prepared to testify. That's why I'm bringing him down," Booth said.

He was responding to an investors' lawyer, who asked whether Zylka would invoke his Fifth Amendment right against self-incrimination to refuse to answer questions.

Martin W. Boelens, the Orlando-based manager of the Evergreen fund, invoked the Fifth at a creditors'

PLEASE SEE EVERGREEN, B6

g In Space Below)

(...cate page, name of newspaper, city and state.)

The Orlando Sentinel

Date: 3/2/01
Edition:

Title: Evergreen's owner agrees to deposition

Character:
or
Classification: 196C-TP-52705
Submitting Office:

Indexing:

Lawyer OKs freezing Evergreen's assets

EVERGREEN FROM B1

meeting on Monday.

Zylka's testimony would be investors' first information from principals in the case since Evergreen Security, a British Virgin Island's corporation, filed for Chapter 11 bankruptcy protection in January.

Also on Thursday, U.S. Bankruptcy Judge Arthur B. Briskman approved a deal among lawyers to ease the sorting out of Evergreen's financial situation.

An Evergreen lawyer agreed to freeze all the company's assets, turn over its records to the committee of creditors, and give the committee the right to start court action against Evergreen insiders to recover company assets.

Evergreen also promised to specify a representative. So far, only the company's lawyer, Kenneth D. Herron Jr., has represented the company.

Evergreen has three directors: Edgar Rohrmoser, Herman Castro and Patrick Thompson.

Herron said Evergreen's "business decisions are being made by the directors."

But none of the directors has appeared in court.

Barry Flynn can be reached at bflynn@orlandosentinel.com or 407-420-5240.

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196C-TP-52705 -2

FBI/DOJ

FD-350 (Rev. 5-8-81)

Canada joins Evergreen probe

Canadian agents are among the officials investigating the Orlando-managed fund's multimillion-dollar losses.

By BARRY FLYNN
OF THE SENTINEL STAFF

The $200 million bankruptcy filing of an Orlando-managed investment fund has triggered a major international investigation, with agents as far away as western Canada trying to figure out where the missing millions went.

The investigation is now focused on Orlando, from which the troubled Evergreen Security Ltd. is managed, and Tampa, where a major part of the investors' money that poured into the fund was generated.

That money went through a Tampa-based business called Worldwide Partners. That company and a principal in that business, Steven E. Hutek, 43, of Tampa are a key focus of the widening probe, a state investigator said Tuesday.

"It's a major case," investigator Laura Royal said, referring to both Evergreen and Worldwide Partners. "It's a priority case because a lot of investor money appears to be lost."

As much as $38 million in investor money made its way to Evergreen through Worldwide, said Royal, a financial investigator for the Florida Department of Banking and Finance. However, it is still unknown how much of that money came from Florida investors, she said.

Many millions more came from around the world, including some from the Calgary area in the Canadian province of Alberta. An investigator from the Alberta Securities Commission, a securities regulatory unit of the provincial government there, has already entered the investigation.

Gil Galucci, an investigator with the Alberta regulator, would not discuss the case.

Another source of investment in the troubled fund was the former Donaldson, Lufkin & Jenrette brokerage, now part of the newly formed Credit Suisse First Boston brokerage, based in New York City.

Donaldson, Lufkin & Jenrette's limited partnership department in New Jersey was listed in the bank-

PLEASE SEE **EVERGREEN, C8**

(Indicate page, name of newspaper, city and state.)
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FBI/DOJ

b6
b7C

Creditors make bid in court to replace Evergreen managers

EVERGREEN FROM C1

ruptcy filing as a creditor owed $401,496 for the benefit of 11 individual investors.

A spokeswoman for Credit Suisse First Boston, Victoria Harmon, would not answer questions about the company's connection to the troubled Evergreen Security Ltd.

She said the listing in the bankruptcy filing sounded like a private equity partnership, but she would not discuss the investments.

Evergreen, which is a British Virgin Islands corporation, recently sought Chapter 11 bankruptcy protection in U.S. Bankruptcy Court in Orlando. Chapter 11 permits a company to avoid immediate bankruptcy liquidation and continue in operation, at least temporarily.

In Chapter 11, companies' management usually remains in place while the company tries to get back on an even keel.

However, Bankruptcy Judge Arthur B. Briskman is scheduled to hear motions this morning by two groups of creditors who want to replace management with an outside trustee.

Also, one of the groups is seeking to force the fund's current manager, Martin W. Boelens Jr., to respond to questioning in the case. Boelens invoked his Fifth Amendment right against self-incrimination when he refused to answer questions at a creditors meeting on Monday.

A lawyer for a small group of foreign investors, Roy S. Kobert, is asking Briskman to find that Boelens forfeited his right against self-incrimination when he swore to the truth of the bankruptcy filing and the accompanying schedule of Evergreen's assets and liabilities.

Barry Flynn can be reached at bflynn@orlandosentinel.com or 407-420-5240.

FD-350 (Rev. 5-8-81)

(Mount Clipping in Space Below)

(Indicate page, name of newspaper, city and state.)

The Orlando Sentinel

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Anxious investors confused by funds with similar names

First Union Corp.'s Evergreen Investment Management Co. lost some customers.

By BARRY FLYNN
OF THE SENTINEL STAFF

The bankruptcy of a Caribbean company ruined this past weekend for hundreds of anxiety-ridden investors who confused the Orlando-run firm — Evergreen Security Ltd. — with a similarly named mutual-fund company in which they had investments.

A spokesman for First Union Corp. said the bank received hundreds of phone calls Monday morning from investors who had worried all weekend that the foreign corporation was connected with First Union's Boston-based family of mutual funds.

It isn't. Troubled Evergreen Security Ltd. is an "offshore" company — that is, one incorporated in any of a number of countries that do not have tax treaties with the United States.

Although some U.S. residents have invested substantial sums with Evergreen Security Ltd., most of the company's money was gathered from foreign individuals and entities.

A story in Saturday's *Orlando Sentinel* reported that Evergreen Security Ltd. — the offshore company with $200 million in obligations — had sought protection from creditors under Chapter 11 of the U.S. bankruptcy law.

First Union Corp.'s Evergreen Investment Management Co., which operates 108 mutual funds and has $88 billion under management, is not connected to the troubled fund in any way — except the similar names.

Even so, some concerned investors with investments in the bank's Evergreen Funds closed their accounts Monday, said Chad Peterson, a bank spokesman.

Similar names have been a problem for First Union before, Peterson said. "And with companies domiciled outside the United States, there's little we can do from a legal perspective."

196C-TP-52705-11

[redacted] b6 b7C

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Evergreen investors won't get much back

The Orlando-run company has filed for bankruptcy, and an owner refused to answer creditors' questions.

By BARRY FLYNN
OF THE SENTINEL STAFF

Amid allegations of massive fraud at an Orlando-run investment company, investors learned Monday that they are likely to get only a tiny fraction of their money back once the company's bankruptcy is cleared up.

A key figure in the case of Evergreen Security Ltd. invoked his Fifth Amendment right to refuse to answer questions during Monday's creditors meeting.

And the assistant bankruptcy trustee overseeing the case disclosed an extensive web of corporate relationships that obscure the real ownership of the company and make it harder to answer the crucial question: What happened to most of the investors' $200 million?

Evergreen, though run from Orlando, is a British Virgin Islands corporation. It acknowledges obligations of $200 million to investors from all over the world, including Central Florida.

PLEASE SEE **EVERGREEN, A6**

196C-TP-52705-5

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FBI/DOJ

Money vanished into complex web

EVERGREEN FROM A1

But for now investors can count on dividing "something less than $10 million" in liquid assets in the case — in other words, about 5 percent of what they put in, Assistant U.S. Bankruptcy Court Trustee Kenneth C. Meeker said. As for other assets listed in Evergreen's bankruptcy reorganization filing, "at this point, it's simply the hope to recover that," Meeker told those attending the first meeting of creditors in the case.

"This will be a long-term process," he said. "There's nothing quick about this. It's hard to tell what sort of recovery will be had."

Martin W. Boelens Jr., 44, the Orlando-based owner of the company that has managed Evergreen Security for the past few years, refused to talk about it.

Monday's developments came against the backdrop of fraud allegations. The lawyer for one group of creditors, Hans Beyer, charged in a filing in the case that the fund's situation is due to "substantial fraudulent activity involving insiders of" Evergreen Security.

Boelens' New York criminal lawyer, Brian W. Stolarz, addressed that charge obliquely during the creditors meeting, saying Boelens had been "hampered by prior management and an uncooperative owner" of the company.

Shortly after the meeting, another creditors' lawyer, Roy S. Kobert, filed an emergency motion to force Boelens to speak. He argued that Boelens had forfeited his constitutional protection from self-incrimination when he filed the company's petition for protection from creditors under Chapter 11 of federal bankruptcy laws and swore to the truth of the property schedule included with the case.

Kobert also asked that a trustee be appointed to take control of the company.

Bankruptcy Judge Arthur B. Briskman scheduled a hearing for Wednesday on the motions.

Evergreen was managed from 1991 to 1998 by a group of Orlando businessmen — Thomas Spencer, Robert Boyd and Thomas Coyle — operating under the name ABP International Services.

In 1998 they sold the management contract to Boelens. All three are listed in the bankruptcy filing as owing Evergreen money.

The current owner of Evergreen, William J. Zylka, did not show at Monday's creditors meeting and has not complied with requests from creditors' lawyers to be interviewed.

However, his New York lawyer, Edgar Booth, said in a telephone interview that Zylka would agree to be available at some indefinite time.

Describing Zylka as an entrepreneur, Booth said his client ended up owning Evergreen Security Ltd. after he borrowed money from the fund for a mining venture in Montana with "very substantial limestone deposits."

Given some years for the mining business to come to fruition, Zylka could make Evergreen Security's investors whole, Booth said. But it would take time, he said — at least four or five years. "The limestone is in the ground. You've got to get it out," he said.

Booth said Zylka had borrowed only $18 million from the fund but had agreed to pay back $200 million because the mining project promised extraordinary returns.

So far, there's no hint of an explanation as to what happened to most of the company's missing money.

Zylka ended up owning the company when he "exercised promissory notes," Booth said.

Trying to determine where the bulk of investors' money has gone is the primary goal of the bankruptcy court. It's a task that will be made more difficult by the Byzantine relations among more than a dozen corporations, most of which are foreign.

"This is one of those screwy, multicorporate setups," Booth said.

Meeker, the assistant trustee, showed the approximately 70 people at the creditors meeting a multilayer schematic of relationships between offshore companies stretching from Orlando to the British Virgin Islands to the Bahamas to Costa Rica.

One layer was devoted to a series of companies called Worldwide Bond Partners and other similar names, such as Worldwide Financial Partners.

The head of the Florida Department of Banking and Finance's regional office in Tampa, John Franco, said that those companies, Evergreen and a Tampa resident connected to them had all come under investigation in just the past few days. The Tampa resident is Steven Hutek. He would not respond to a reporter's questions Monday night about his business dealings, except to say that he was under no disciplinary action from the U.S. Securities and Exchange Commission.

When Monday's creditors meeting was continued to March 26, Meeker told creditors they were welcome to come back. "But I don't think you're going to learn a whole lot more than you did today."

(Rev. 08-28-2000)

FEDERAL BUREAU OF INVESTIGATION

Precedence: ROUTINE **Date:** 04/06/2001

To: Tampa

From: Tampa
ORA-2
Contact: SA [redacted] (407) 838-2644

Approved By: [redacted]

Drafted By: [redacted]

Case ID #: 196C-TP-52705 (Pending)

Title: CHANGED 4-11-01
EVERGREEN SECURITIES, LTD.;
[redacted] b6 b7C
d.b.a. [redacted]
[redacted]
d.b.a. [redacted]
[redacted]
d.b.a. [redacted]
SECURITIES FRAUD; FBW; MONEY LAUNDERING

Synopsis: To change the title of the investigation.

Previous Title: Title marked "Changed" to reflect the addition of subjects [redacted] Title previously carried as "[redacted], EVERGREEN SECURITY LTD., BMJ INTERNATIONAL SVC., INC."

Details: Subjects [redacted] were the founders of Evergreen Securities, Inc. Subject [redacted] succeeded the subjects upon the acquisition of the firm during 1998. Subject [redacted] obtained interest in Evergreen during 1999. All of the subjects are suspected of criminal wrongdoing in the operation and collapse of Evergreen. b6 b7C

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196C-TP-52705-6

FD-350 (Rev. 5-8-81)

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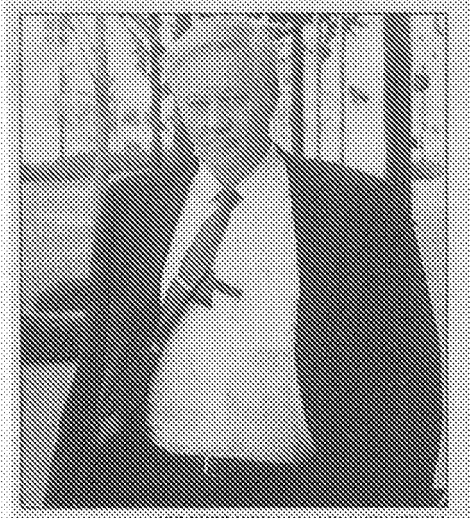

JOE BURBANK/ORLANDO SENTINEL

Last hope? William J. Zyka leaves the Bank of America building in Orlando after giving a deposition March 8.

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Evergreen's man of intrigue

William J. Zyka has big ideas on how to repay investors who fear they may never see their $200 million.

By BARRY FUNN
Orlando Sentinel Staff Writer

William J. Zyka works his way around the long conference table, methodically shaking hands and introducing himself to each of the 20 or so lawyers and others there to hear his deposition.

For now, at least, this confident salesman is the best hope that worried investors have of being reunited with more than $200 million they have entrusted to Evergreen Security Ltd. of Orlando. So those in the room pay close attention to Zyka's every move.

Certain items in his background are troubling — an agreement with the intercessory forever, lending a touch of mystery to Zyka, who has boasted of going on missions for the CIA.

He does talk about his mineral rights on Montana land, with 272 million tons of limestone tantalizingly close to the surface. "High quality," Zyka says. The profit potential is enormous. "You can take limestone out of the ground for $3.50 a ton. You can sell it for $7 to $12 [a ton] just on the truck."

It is upon this rock that Zyka has founded his promise to repay Evergreen investors, who thought their money was in government-guaranteed securities.

During his March 8 deposition in Orlando, he acknowledged that companies he controls have borrowed $27.7 million from Evergreen, mostly for mining projects. But those companies assumed responsibility for virtually all the $200 million that Evergreen now owes investors.

Why would anyone take on such an enormous responsibility if he didn't have to? The profit potential of his min-

PLEASE SEE EVERGREEN, B3

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196C-TP-52705-7

ing projects is so huge, he says, "it doesn't make any difference."

Clearly, Zylka has big ideas, big dreams. But big success has been more elusive. There does not appear to be any evidence on the public record that Zylka, 64, has ever succeeded in any of his grandiose worldwide schemes to mine for gold and other minerals, drill for oil, harvest vast stands of Russian timber or dredge a riverbed for precious gems.

Even the lawyer representing him in Evergreen's Chapter 11 bankruptcy, Edgar Booth, who said he has worked for Zylka since 1984, is unaware of any financial success. "I never seem to catch him when he has any money," Booth said recently. "My services for Bill have mostly been to avoid bankruptcy."

A couple of setbacks

And that apparently hasn't been easy. New Jersey court records show three civil court judgments against Zylka, all in cases in which the plaintiffs sued to recover money they had lent him. One still unsatisfied judgment is worth more than $10 million. Another involves a physician, Olga Vysata, who would not disclose how much money she had lent Zylka but said she had given him the loan because she had been his daughters' pediatrician and liked the family.

In the $10 million case, lawyer Richard Rosenberg represents the estate of a businessman who lent Zylka money. Rosenberg found in the estate a second mortgage on Zylka's $1.2 million house on 3.7 acres in New Vernon, N.J., a wealthy New York suburb.

Zylka had repeatedly claimed to have no assets, Rosenberg said. But once Rosenberg threatened to foreclose on the house, Zylka delivered $500,000 to pay off the mortgage. The rest of the judgment remains unpaid.

Still, plans for elaborate projects continue to spew from Zylka's prolific imagination like black gold from a freshly tapped gusher.

In an Oct. 11, 1985, letter to the head of the Vatican bank, Zylka offered to sell the Catholic Church gold medallions bearing the images of saints, popes and cardinals. He said they could be sold to Catholics for $800 each, at a profit of $100 apiece to the church.

Just last year, Zylka was in Russia with what may have been his grandest proposal yet: a 5,000-mile-long pipeline to carry water from the Congo River in southern Africa to the Mideast. The Russian news agency Interfax said the estimated cost was $34 billion.

In another African project more than a decade earlier, Zylka, then identified as chairman of WJZ Oil Namibia Inc., reportedly hoped to explore for oil and gas in a 100,000-square-mile area of Namibia.

A 1988 news report said WJZ Oil's acquisition of the mineral rights "is subject to approval by the Namibian government. However," the story continued, "Namibia still does not have a government." Namibia was then administered by South Africa.

In 1986, Zylka turned up as president of a newly formed Nevada corporation, WJZ Mining Ltd. Whatever its plans, the outfit has disappeared with barely a trace. Nevada revoked the incorporation in 1896.

Doug Dresner, director of mining services for Nevada, said he had never heard of Zylka or his company. If WJZ Mining had ever taken any minerals out of the ground in Nevada, Dresner said he would have known.

A project that appears to be closer to realization than most of the others is that of Crystal GraphiteCorp., a publicly traded Canadian outfit based in Vancouver, British Columbia.

A Zylka-controlled company paid $2.8 million last year for 51 percent of Crystal GraphiteCorp.'s shares. Crystal Graphite President Gordon Sales said in a recent telephone interview. Sales said he expected the company to be producing graphite by November. The mineral will be sold for use as a high-density insulator for fuel cells, he said.

As for Zylka, Sales said he didn't know much about him. "I guess he's a guy that's quite involved in mining and has been all his life." He said he does not deal with Zylka but instead with Jim Conroy, Zylka's corporate lawyer.

Zylka's CIA connection

Over the years, Zylka has described volunteer services he said he did for the Central Intelligence Agency during extensive overseas travel as far back as the 1970s.

One such high-level errand reportedly was a 1997 trip to North Korea on behalf of the

On guard. Lawyer Andrew McNamee, who represents creditors of Evergreen Security Ltd., ensures no records are removed from BJM International Services in Orlando. BJM manages Evergreen.

William J. Zylka

Age: 64

Residence: New Vernon, N.J.

Family: Wife, Barbara J. Zylka; and two daughters.

Education: Bachelor's degree in physical education, Seton Hall University, South Orange, N.J.

Owner: Evergreen Security Ltd.

late William J. Casey, then CIA director and a man who earned a reputation for using free-lancers to reach his goals.

In 1999, retired Army Gen. Erle Cocke told *U.S. News & World Report* magazine that he had accompanied Zylka on the previously secret mission, which was viewed at the time of the trip as a possible overture to establishing normal relations between the two countries.

Cocke died last year. But his widow, Madelyn Cocke, said in a recent telephone interview that she remembered meeting Zylka but didn't care for him much. The reason: Zylka was taking her husband on what she felt was a dangerous trip to North Korea.

In another secret CIA chore, Zylka is supposed to have accompanied Chile's then head of the secret police, Manuel Contreras, to Iran in 1976 for a meeting with Richard Helms, a former CIA head who was then U.S. ambassador to pre-revolutionary Iran.

That story comes from Joseph J. Trento, president of the Public Education Center, a nonprofit research group in Washington. Trento has written a book, *The Secret History of the CIA*, due out in September. While he researched the book a few years ago, Trento said, Zylka showed him old airline tickets and a receipt from a Tehran hotel as proof of Zylka's claim that he had made the trip for the CIA.

But now, with Evergreen's liabilities bearing down on him and a lot of unanswered questions about where investors' money went, Zylka won't talk about the spook stuff and would not talk with a reporter for more than a few moments.

Pressed for information on the CIA connection, Booth, Zylka's lawyer, may have said more than he meant to when he told a reporter: "Bill Zylka's been involved in a lot of things that never happened."

Elaborate web of businesses

Whatever Zylka's service to the CIA, if any, his personal and business finances are wired together in an elaborate web of corporations and a family charitable trust whose multilayered deep cover would do the spy agency proud.

The bottom line on these interlocking relationships seems to be that Zylka; his wife, Barbara J. Zylka; and two grown daughters control about a half-dozen companies with names such as KAK Investments Inc., KBZ Investments Inc. and MGM Land Group Ltd.

Some of these companies hold mining rights in the United States and abroad — and are poised to exploit them at enormous profit, according to Zylka. But the companies apparently have little in ready assets, and Zylka himself has conceded that most of them still need lots more capital before they can start producing revenue.

About a year and a half ago, Zylka somehow ended up as owner — through companies he controls — of Evergreen, a foreign corporation that for about a decade ran an investment fund from Orlando.

When Evergreen filed for Chapter 11 bankruptcy protection in January, it turned out that the bulk of the fund's assets were merely promissory notes from Zylka companies — with few assets of their own to back up those obligations.

The U.S. government-backed securities that investors had thought their money would be invested in were nowhere in sight.

Barry Flynn can be reached at bflynn@orlandosentinel.com or 407-420-5240.

Evergreen called 'scheme'

New money used to pay off investors, lawyer says

By BARRY FLYNN
OF THE SENTINEL STAFF

For the first time in the $200 million bankruptcy of Evergreen Security Ltd., officials handling the case have branded the company a decadelong Ponzi scheme, designed solely to defraud investors.

The court-appointed trustee handling Evergreen's affairs, R.W. "Bill" Cuthill Jr., told about 25 people at a meeting of creditors Monday in Orlando: "It was a Ponzi scheme from Day 1."

A Ponzi scheme is a fraud in which money put in by later investors is used to pay unreasonably high returns to earlier investors. The fraud falls apart when too many people want their money back.

Evergreen's financial structure never could have supported itself, R. Scott Shuker, a lawyer working with Cuthill on the case, said after Monday's meeting. That structure included taking 25 percent of investors' money for commissions and fees while paying those investors' returns of 10 percent to 12 percent, Shuker said.

Shuker told creditors at the meeting that "money came in to pay off other investors."

"This has been going on for nine years," he said. "There's just a series of funds that were meant to perpetuate a scheme."

After the meeting, Shuker said he couldn't divine the intentions of those who structured Evergreen as a Ponzi scheme. "I don't know" their intentions, he said. The first manager of Evergreen, between 1991 and 1998, was ABP Inc., which was owned by three Central Florida businessmen: Thomas Spencer of Orlando, Robert W. Boyd of New Smyrna Beach and Thomas A. Coyle of Lakeland.

Lawyers for the three men denied Monday any suggestion that the fund was designed to defraud.

Coyle denied any wrongdoing during a deposition, or sworn interview, last week, and his lawyer, Howard S. Marks, said Monday that Coyle's involvement with Evergreen was "at all times the sale

PLEASE SEE **EVERGREEN, B6**

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b7C

196C-TP-52705-8

Lawyers for Central Florida men said fund not designed to defraud

EVERGREEN FROM B1

of government securities."

Spencer has not responded to a reporter's phone calls. His lawyer, John L. Di Masi, said that allegations such as those made Monday are coming from Martin W. Boelens Jr., whose company succeeded ABP as Evergreen's manager.

Boyd's lawyer, Mayanne Downs, said Boyd "would refute" claims that Evergreen had been structured for disaster. "He believed that, when he left, the company was in good condition."

Although Evergreen was supposed to invest in government-guaranteed securities, $190 million of its assets consist of a promissory note from a company controlled by a New Jersey businessman, William J. Zylka.

The company's only assets are an interest in a nonproducing mining project in Montana.

Cuthill and Shuker warned that the process of recovering money for investors would likely be long and frustrating.

Cuthill, who is a certified public accountant, said he knows where most of the more than $200 million of investors' money went, but getting it back would be difficult.

As much as 25 percent was skimmed off the top in fees, commissions and other charges, he said. Commissions of 9 percent were paid to investment advisers who put their clients into Evergreen, he said.

Somewhere between 1,500 and 2,500 investors may have been taken in by the fraud, Cuthill said.

He said he would make periodic reports that would be posted on a Web site soon to be established for creditors at evergreencreditorscommittee.com.

At least one of the trusts that took investors' money and put it into Evergreen is trying to get worried investors to pay another $1,000 to file claims with U.S. Bankruptcy Court in Orlando.

The assistant U.S. trustee in the case, Kenneth C. Meeker, said some investors have started getting letters from a company called Intrados, a foreign [redacted], asking them for $1,000 and a waiver of responsibility for the loss of their investments.

Meeker said any such fee is unnecessary because an individual can file a claim directly with the bankruptcy court.

Barry Flynn can be reached at bflynn@orlandosentinel.com or 407-420-5240.

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 03/20/01

[redacted] telephone [redacted] was advised of the identities of the investigators and representatives of the United States Attorney's Office present. Participants in the interview included Assistant United States Attorney (AUSA) [redacted], AUSA [redacted] b6 b7C [redacted] Financial Investigator, Office of Comptroller (Florida), SA [redacted] U.S. Postal Inspection Service, [redacted] Financial Auditor, U.S. Attorney's Office (USAO), Tampa, Florida, and Special Agents (SA) [redacted] and [redacted]. The interview, conducted pursuant to a proffer letter extended to [redacted] was held at the USAO, Tampa. [redacted] hereafter, provided the following information:

[redacted] b5 b6 b7C b7D

Investigation on 03/15/01 at Tampa, Florida

File # 196C-TP-52705 [redacted] Date dictated 3/20/01 b6 b7C

SA [redacted]

by Inv. [redacted]

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080 [redacted] 01.302

196C-TP-52705-9 [redacted]

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FEDERAL BUREAU OF INVESTIGATION

Date of transcription 3/22/01

[redacted] was advised of the identities of the investigators as well as the nature of the interview. Also present during the course of the contact was [redacted] The following was discussed:

The investigators were initially presented with a draft of typed recollections of [redacted] pertaining to her employment at Evergreen Securities. This document had been prepared by [redacted] The document also contained statements which indicated [redacted] wanted limited immunity before she was going to provide additional information to the investigators. The document had signature lines for the investigators indicating their agreement to these conditions. Both [redacted] and [redacted] were advised neither investigator had the authority to offer [redacted] any type of immunity and were not going to sign the agreement. b6 b7C

It was explained to the [redacted] it might be possible to obtain a formal proffer letter for [redacted] through AUSA [redacted], Tampa, Florida, before an interview or debriefing could proceed. [redacted] indicated he didn't want to have to deal with "politicians" and wanted to work out an informal immunity agreement with the investigators. The investigators again advised [redacted] and [redacted] they were not going to enter into any informal agreement, informed them they would speak to AUSA [redacted] regarding a proffer letter and were not going to proceed with an interview of [redacted] b6 b7C

Prior to the investigators leaving the residence, the [redacted] discussed how [redacted] had caused the records of Evergreen Securities to be downloaded onto diskettes in preparation of the Year 2000 (Y2K). They acknowledged they might be in possession of those diskettes.

Investigation on 3/14/01 at Lakeland, Florida

File # 196C-TP-52705 - 10 Date dictated 3/22/01 b6 b7C

SA [redacted]

by Inv. [redacted]

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[redacted] b6 b7C

FD-302 (Rev. 10-6-95)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 05/09/01

GRAND JURY MATERIAL - DISSEMINATE PURSUANT TO RULE 6(e)

[redacted] b3 b6 b7C

having previously been advised of the identity of the agent, accepted a Federal grand jury subpoena issued within the Middle District of Florida [redacted]

Investigation on 05/09/01 at Winter Park, Florida

File # 196C-TP-52705 -// Date dictated 05/09/01

by SA [redacted] b6 b7C

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AO 110 (Rev. 5/85) Subpoena to Test[redacted]efore Grand Jury ⊕

United States District Court

2001R003364cpf

MIDDLE DISTRICT OF FLORIDA

TAMPA DIVISION

TO: [redacted]

SUBPOENA TO TESTIFY BEFORE GRAND JURY

SUBPOENA FOR:

☐ PERSON ☒ DOCUMENT(S) OR OBJECT(S)

YOU ARE HEREBY COMMANDED to appear and testify before the Grand Jury of the United States District Court at the place, date, and time specified below.

PLACE	COURTROOM
United States District Court 801 N. Florida Avenue, 4th Floor Tampa, Florida 33602	Room HR 4A / 423 GJ 00-3-23
	DATE AND TIME [redacted]

b3 b6 b7C

YOU ARE ALSO COMMANDED to bring with you the following document(s) or object(s):*

[redacted]

PLEASE CALL FINANCIAL INVESTIGATOR [redacted] OFFICE OF THE COMPTROLLER, AT [redacted] IF YOU HAVE ANY QUESTIONS REGARDING THIS SUBPOENA.

b3 b6 b7C

☐ *Please see additional information on reverse*

This subpoena shall remain in effect until you are granted leave to depart by the court or by an officer acting on behalf of the court.

CLERK	DATE
Sheryl L. Loesch	May 1, 2001
(BY) DEPUTY CLERK Vickie L. Downing	

This subpoena is issued on application of the United States of America	NAME, ADDRESS AND PHONE NUMBER OF ASSISTANT U.S. ATTORNEY
DONNA A. BUCELLA United States Attorney	[redacted] Asst. U.S. Attorney 400 North Tampa Street, Suite 3200 Tampa, Fl. 33602 (813-274-6000)

b6 b7C

*If not applicable, enter "none".

129 [redacted] 02.302

[redacted]

b6
b7C

[redacted] b6 b7C

117 [redacted] 02.302

196C-TP-52705-12

FD-302 (Rev. 10-6-95)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 04/27/01

[redacted] Cuthill & Eddy, LLP, 1031 W. Morse Blvd., Suite 200, Winter Park, Florida, telephone (407) 644-7455, was advised of the identities of the investigators and representative of the Unites States Attorney's Office present. Participants in the interview included [redacted], Financial Investigator, Office of the Comptroller (Florida), SA [redacted] U.S. Postal Inspection Service, [redacted] Financial Auditor, U.S. Attorney's Office (USAO), Tampa, Florida, [redacted] Internal Revenue Service, Special Agent [redacted], Cuthill & Eddy. [redacted] thereafter, provided the following information: b6 b7C

[redacted] b5 b6 b7C

(X)

Investigation on 04/04/01 at Winter Park, Florida

File # 196C-TP-52705 Date dictated 04/09/01

SA [redacted] b6

by Inv. [redacted] b7C

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

(Rev. 08-28-2000)

FEDERAL BUREAU OF INVESTIGATION

Precedence: ROUTINE **Date:** 06/04/2001

To: Tampa

From: Tampa
ORA-2
Contact: SA [redacted] (407) 838-2644

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Approved By: [redacted]

Drafted By: [redacted]

Case ID #: 196C-TP-52705 (Pending)

Title: CHANGED
EVERGREEN SECURITY, LTD.;
[redacted]
d.b.a. [redacted]
[redacted]
d.b.a. [redacted]
[redacted]
d.b.a. [redacted]
SECURITIES FRAUD; FBW; MONEY LAUNDERING

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[redacted]

Synopsis: To change the title and document the results of investigation.

Previous Title: Title marked "Changed" to reflect the correct name of Evergreen Security, Ltd. Title previously carried as "EVERGREEN SECURITIES, LTD.; [redacted] d.b.a. [redacted] d.b.a. [redacted] d.b.a [redacted]

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Details: On 5/30/01 members of the Tampa Securities Fraud Task Force to include [redacted] and [redacted] AUSAs, Tampa, [redacted] Financial Auditor, U.S. Attorney's Office, Tampa, [redacted] U.S. Postal Inspector, [redacted], Office of the Comptroller, State of Florida and the writer met with [redacted] attorney for subject [redacted] During the course of the meeting, a synopsis of the case and [redacted] particular involvement in criminal activity was provided to [redacted] At the conclusion of the meeting, [redacted] advised he would discuss this investigation with his client and advise AUSA [redacted] whether or not [redacted] would be willing to accept a plea agreement and cooperate with investigators.

196C-TP-52705-13

♦♦

EVERGREEN FUND LIMITED

Detective Inspector [redacted] b6 b7C

As requested, I have reviewed the file of papers that we have in the WCCIT office in respect of the above mentioned investigation.

I have prepared the following chronology in relation to events that appear relevant to the enquiry: -

In late 1989 or early 1990 [redacted] of the AMS Group of companies, hears of the Evergreen Fund via [redacted] No actual meeting between the two took place but [redacted] understood that [redacted] was a Securities Broker.

On the 26th July 1991 Coastal International Life Insurance Company Limited was incorporated, it existed as a wholly owned subsidiary of Life Invest. Inc. of Suite 500, Orlando, 32801. [redacted] and [redacted] were shareholders. The company had a business address of Main Street Holdings Limited, P.O. Box 362, Road Town, Tortola. b6 b7C

Notes of a meeting held with the Supervisor of Insurance on the 22nd March 1996 indicate that the following individuals either were or had been connected with Coastal International Life Insurance Company Limited: -

- [redacted]
  (An Attorney with the firm Boroughs, Grimm & Bennett in Orlando is 50% shareholder and [redacted] of Life Invest Inc.)
- [redacted]
  [redacted] of Coastal International Life Insurance Company Limited and Vice [redacted] and [redacted] of Life Invest Inc.)
- [redacted] Unknown b6 b7C
  (Purported [redacted] of Coastal States Life Insurance Company, intended to be principal in Coastal International Life Insurance Company Limited however due to legislation was unable to take up this position).
- [redacted] - Unknown

It is apparent from the notes of this meeting that this company had come under scrutiny during the early 1990's, a Cease and Desist Order being issued against them for suspected malpractice. (Appeared to be without foundation but not withdrawn). At the meeting [redacted] expressed an interest in setting up a "life company" in an offshore jurisdiction on behalf of U.S based clients, he saw the BVI as a possible venue.

A report prepared by [redacted] (Accountants) in 1992 reveals close links between Coastal International Life Insurance Company Limited and a number of other companies and individuals: -

- Caribbean Corporate Services Limited. A BVI company with an address at Nanny Cay, P.O Box 362, Road Town, Tortola. [redacted] b6 b7C
  [redacted]

- Life Invest Inc. A Florida based company with an address at 201 E. Pine Street, Suite 500, Orlando, 32801.
- Atlantic Portfolio Analytics & Management Inc. A U.S corporation with an address at 201 E. Pine Street, Suite 600, Orlando, 32801. This company directly controlled the investment portfolio of Coastal International Life Insurance Company Limited. b6 b7C
- Coastal States Life Insurance Company. Based in Atlanta, Georgia. The latter is said to be the owner of a holding company that owns Coastal States Life Insurance that in 1991, advanced US$80,000 to Life Invest Inc.

On the 5th April 1994 writes to at the International Trust Group BVI Limited. He states that he has given name to n Attorney in Nassau. He indicates that has a Bahamian client who is interested in forming a British Virgin Island IBC. The IBC is to be called Evergreen Security Limited. The BVI was selected due to there being no specific mutual fund legislation in place at that time.

responds to the letter sent by on the same day, he confirms that the name of Evergreen Security Ltd. is available and will be held for a period of 7 days. He similarly confirms that there is no legislation in place governing the setting up of "Mutual Funds". b6 b7C

writes to on the 6th April 1994, he asks him to form the IBC.

Evergreen Security Limited was formed as an IBC (Number 114121) on the 6th April 1994. The registered office of the company was situated at the offices of International Trust Company BVI Limited P.O. Box 659, Road Town, Tortola, British Virgin Islands. (Name changed at later date to that of Ansbacher (BVI) Limited). The first directors of the company were elected as I.T.G. Directors (T & C) Limited and Vulcan Limited. Papers contained elsewhere in the file indicate an address of P.O Box 156 Grand Turk, Turks and Caicos as being relevant to both institutions.

On the 11th April 1994 writes to and asks him to provide details of the director / s of Evergreen Security Limited together with references.

On the 12th April 1994 American Bond Partners write to Evergreen Security Limited via in Nassau, the letter (page two of which is missing from the file) is signed by and one other (illegible). The contents of the letter refer to an agreement between American Bond Partners III and Evergreen.

On the 12th April 1994 a "Trust Agreement" is signed by and as "Trustees"

On the 15th and 18th April 1994 two letters providing references in respect of were written, these were provided by Thorand Trust and Management Limited, IDB House, East Bay Street, P.O Box N3242, Nassau Bahamas and McKinney, Turner and Co. Counsel and Attorneys at Law, b6 b7C

Oakridge House, 6 West Hill Street, P.O Box N8195, Nassau, Bahamas. Both letters sing the praises of [redacted]

On the 19th April 1994 [redacted] responds to [redacted] letter of the 11th April, he identifies the beneficial owner of the fund as being [redacted] a Bahamian citizen and resident. All correspondence is to be directed through a company called American Bond Partners, Bahamas Financial Centre, Shirley and Charlotte Streets, P.O. Box N-8174, Nassau, Bahamas. b6 b7C

On the 20th April 1994 [redacted] writes to [redacted] in the BVI, he encloses the letters of reference provided by [redacted] and [redacted] the letter is written on the headed notepaper of Real Estate International (Bahamas) Co. Ltd, P.O Box N7113, NP, Bahamas. Telephone numbers of 809-322-4187 and 4188 are identified together with a fax number of 809-322-6784.

On the 2nd May 1994 [redacted] writes to [redacted] and requests that he [redacted] open a bank account styled in the form Evergreen Security Ltd at a suitable bank in the BVI. He makes reference to the two cheques detailed below. He indicates that Evergreen will normally maintain a balance of US$500,000 in the account when opened. He anticipates between two and four deposits per month and six or seven electronic withdrawals in the same period. b6 b7C

On the 3rd May 1994 [redacted] writes to [redacted] confirming his intention to open a "Super Savers" account with Barclays bank in Tortola. He appears to express some concern over the origins of the funds and requests that, in future, credits to the account be made by EFT thus affording a greater degree of comfort to the receiving institution. [redacted] responds to this letter on the following day, essentially agreeing with [redacted] suggestions in relation to future deposits, he describes the funds as representing the purchase of units of participation in the "mutual fund".

Evergreen Security Ltd issued certificates in respect of the purchase of units in the mutual fund; details of such certificates are included in Appendix A to this report.

On the 5th May 1994 [redacted] writes to The Manager at Barclays Bank, Road Town, Tortola, he requests the opening of a bank account in the name of Evergreen Security. He encloses with the letter two cheques (mentioned below) together with account mandate and relevant company formation documents. b6 b7C

On the 10th May 1994 the sum of US$573,899.80 was credited to a Barclays Bank account numbered [redacted] for the benefit of Evergreen Security Limited, two cheques numbered 1034 (US$229,000) and 1042 (US$344,900) drawn on ABN Amro Bank N.Y by Suisse Security Bank & Trust Limited, Orissa House, East Bay Street, Nassau, Bahamas made up the deposit.

On the 12th May 1994 [redacted] writes to [redacted] again, in his letter he identifies the sum of US$573,900 as belonging to several investors who have chosen to participate in the mutual fund. The money does not represent a capital contribution by the beneficial owner of the fund [redacted]

On the 16th May 1994 [redacted] writes to [redacted] he is clearly concerned at the possible misrepresentation of Evergreen as other than a mutual fund. He asks [redacted] to respond to a number of detailed points.

On the same day [redacted] writes to [redacted] telling him that he is in the process of setting up a relationship between Evergreen and the Bank of Butterfield in Bermuda, he quotes the address of the bank as 14 Bermudiana Road, Pembroke, Bermuda and provides a contact name of [redacted] He asks that [redacted] send certain company formation documents to the bank in order that the relationship can proceed.

On the 18th May 1994 [redacted] again writes to [redacted] this letter is in response to RICHFORDS letter of the 16th May [redacted] sets out at length the business of Evergreen and seeks to reassure [redacted] regarding the way the mutual fund is being run. The letter concludes with [redacted] suggesting that if [redacted] is not happy with the running of the fund then the role of his company (International Trust Company) would be re-defined and possibly reduced. b6 b7C

On the 19th May 1994 [redacted] writes to [redacted] and suggests that ITC resign as Directors of Evergreen, on the same day he forwards company documentation to The Bank of Butterfield in Pembroke, Bermuda for the attention of [redacted]

On the 24th May 1994 [redacted] writes to [redacted] the beneficial owner of Evergreen, he sends him Barclays Bank forms for completion regarding changes which were to be made to the account mandate. He identifies the Barclays Bank account number as [redacted] He requests a copy of [redacted] passport and a bank reference. b6 b7C

On the 14th June 1994 [redacted] writes to [redacted] at the International Trust Group, he states that Evergreen have opened a bank account numbered [redacted] at The Bank of N.T. Butterfield in Bermuda. He instructs [redacted] to wire the funds contained in the Barclays Bank account to the new account and that the Barclays Bank account then be closed. He confirms that ITG will continue to act as 'Registered Office' and 'Agents'

On the 17th June 1994 the sum of US$574,975.26 was transferred from the Barclays Bank account held by Evergreen Security Limited to the Bank of Butterfield in Bermuda, this was done via the Chase Manhattan Bank in New York.

On the 1st July 1994 a cheque numbered 097519, drawn on the Scotiabank, Marlborough and Navy Lion Road, Nassau, Bahamas in the sum of US$1,605.00 was made payable to International Trust. This sum was in payment for services provided to Evergreen by ITG.

On the 20th March 1995 Henry Ansbacher BVI Limited (formerly ITG) write to [redacted] enclosing a note of their fees ($1,160.00) in respect of Evergreen Security Limited. This sum is paid by means of a cheque drawn on the bank account of American Bond Partners II on the 31st March 1995.

On the 6th February 1996 [redacted] writes to Ansbacher concerning Coastal International Life Insurance Company Limited. He asks that Ansbacher act as Registered Agent for that company, this request is accepted. b6 b7C

[redacted] holds a series of meetings at the Prospect Reef Hotel in Tortola during 1996, the meetings relate to The Evergreen Fund.

[redacted] appears connected with Trimarine Boat Company Ltd, P.O Box 3069, Road Town, Tortola, BVI. On the 9th August (1996) he writes to [redacted] b6 b7C and asks a number of pertinent questions regarding Evergreen, he is considering investing US$100,000 in the fund but is obviously concerned that at the end of the 5 year period the whole thing will fail.

On the 22nd August 1996 [redacted] faxes a letter to [redacted] In the letter he outlines how the fund works and states that in excess of US$150 million is presently being held in the fund by The Bank of Butterfield (Bermuda) and the Bank of New York, the two institutions being the custodians of Evergreens assets.

On the 3rd December 1996 [redacted] writes to Ansbacher requesting a copy of the 'Articles of Incorporation' for Evergreen Security Limited.

[redacted] makes a decision to invest in the Evergreen Fund and, in August 1997, invests the sum of US$800,000. The funds were electronically transferred from Barclays Bank in Tortola to the USA. The transfer, organized through a company called Tranmare Resources Limited, a company to which [redacted] was connected, was at the behest of [redacted] b6 b7C the money was said to be held by a securities firm pending its investment in the fund on either the 1st or 15th of each month.

[redacted] was told (by [redacted]) that the investment would be in United States Government backed Securities and that interest would be earned at a rate of 12% per month. [redacted] arranged for this money to be paid to him quarterly, it was to be paid into a bank account which he held in the Channel Islands.

On the 30th December 1997 [redacted] sends a fax to [redacted] Havalet Trust Company (284-494-5477). The fax concerns a contemplated investment in the Honor (Fund) by someone called [redacted] It details the investment program at length and generally boasts of its benefits. (Exh Ref. Insinger De Beaufort G2)

[redacted] and his wife [redacted] of Conch Charters Limited, a company based at Fort Burt Marina in the BVI. He and his wife were informed of the Evergreen Fund in 1998 by [redacted] b6 b7C

February 1999, Evergreen Security Limited absorbed all assets and liabilities of Honor F.A. Ltd. (From Intrados S.A. letter to [redacted] n February 2001).

On the 19th April 1999 [redacted] writes to Ansbacher BVI Limited regarding the 1999 fees for Evergreen Security Limited. He states that future correspondence should be addressed to [redacted] BJM International Services Inc. at Suite 500, 201 E Pine Street, Orlando, 32801. He says that [redacted] is no longer connected with Evergreen Security and that BJM has been contracted to process all corporate matters on behalf of Evergreen.

On the 1st June 1999 [redacted] invested US$150,000 in the Evergreen Fund, the money was paid, by EFT, to an unknown location at the behest of [redacted] b6 b7C understood from [redacted] hat the funds would be invested in United States

Government Backed Securities and "AA" Rated Corporate Bonds. He was told that his investment would yield a 10% return over a 5 to 6 year period.

[redacted] knows [redacted] to be a Canadian citizen who is connected to a well known and sizeable brokerage firm in Canada. [redacted] has not seen [redacted] since making his investment but has communicated with him by telephone and by fax. b6 b7C

On the 26th July 1999 [redacted] is sent a letter by [redacted] the letter refers to the investment and promises a fixed annual growth of 8%. The investment advisor for the fund is shown as Imperial Consolidated Securities, said to be a UK based company with many years of experience. The letter further states that the funds that have been invested are fully insured by both "the company itself" and by "Lloyd's".

On the 12th December 2000 [redacted] sends a fax to [redacted] at Inter-American Co. The letter requests that [redacted] electronically transfers funds belonging to [redacted] to a bank account held with Chase Manhattan Bank in Tortola. [redacted] makes reference to "finally meeting you [redacted] next year".

[redacted] produces a copy of a "Notice to Investors" which deals with changes that were to be made to the Evergreen Fund, the notice is undated. In the main the subject matter relates to the setting up of a Bahamian Mutual Fund entitled Evergreen Stable Yield Fund Limited. Ownership of the fund is attributed to True Investments Inc. The authors of the document are Evergreen Security Limited. b6 b7C

On the 18th February 2000 [redacted] was sent a further letter signed by [redacted], the letter, written on Inter-American Companies headed stationary, included a statement of their account. Although the statement showed their initial deposit of US$150,000 there was no account number or clients name written on it. The balance was shown as US$160,000.

[redacted] meets with [redacted] for the first time during the middle part of 2000. This meeting took place when [redacted] visited Tortola.

On the 16th August 2000 [redacted] writes a letter to AMS Insurance Management Services Ltd, The letter states that all Coastal International Life Insurance Company policies have been purchased by Evergreen Securities. Coastal have not conducted business since February 2000. The letter is written on the headed notepaper of Coastal International Life Insurance Company Limited despite being penned some 6 months after closure. The address on the letter (re Coastal) is 201 E. Pine Street, Suite 500, Orlando, Fl, 32801. b6 b7C

On the 15th September 2000 an "Offering Memorandum" is published in relation to the Evergreen Stable Yield Fund Limited. The following institutions are identified as having varying roles within the fund: -

- The manager - Medallion Services LLC.
- The investment manager - International Portfolio Analytics Ltd.
- The administrator - Sentinel Bank and Trust Ltd.
- The Custodian - UMB Bank N.A.

The following individuals are identified as Directors, their present positions are described briefly (for a more detailed CV refer to (Exh Ref. Insinger De Beaufort H page 3) : -

- [redacted] b6 b7C
- [redacted]
- [redacted]

In October 2000 [redacted] hears that, due to the economic climate in the US, the Evergreen Fund was experiencing difficulties and that accordingly the rate at which interest was to be paid would be reduced to 10%.

In either December 2000 or January 2001 [redacted] received a telephone call from Brian [redacted] had heard from a confidential source that the investments in Evergreen were to be rolled over into another fund, he informed [redacted] of that fact. b6 b7C

As a result [redacted] contacted [redacted] The latter confirmed that there were problems and that all investments were to be rolled over into a new fund. [redacted] indicated that he wanted time to consider his position.

[redacted] on an unknown date, spoke with [redacted] and asked him for the return of his investment [redacted] stated that the fund was "doing fine" but that, if they wanted their money back, he would be unable to return it to them before January 2001. [redacted] agreed to this.

[redacted] sent [redacted] a letter by fax (date unknown) which said that the fund was unable to make its commitment but indicated that there were sufficient funds to repay the investors and that this would be done. b6 b7C

On the 5th January 2001 a search was carried out in relation to the company True Investments Limited. This search showed that the company was incorporated on the 18th November 1999. The registered agents are identified as Sentinel Bank and Trust Limited, Norfolk House, 3rd Floor, P.O Box CB-12407, Nassau, Bahamas. The company is identified as being of "not good standing". (Exh Ref. Insinger De Beaufort F1).

On the 8th January 2001 [redacted] who describes herself as Fund Manager with Sentinel Bank and Trust Ltd. sends a fax to [redacted] and or [redacted] in the BVI. The first page of this fax is contained in (Exh Ref. Insinger De Beaufort F2). On the fax [redacted] states, inter-alia, the following: - b6 b7C

1. The Guarantor / Manager of The Evergreen Stable Yield Fund is Medallion Services LLC.

2. Trust Investments is a company incorporated in the Bahamas with a registered office at Sentinel Bank and Trust, she describes the company as being "in good standing"??

On the 8th January 2001 [redacted] sends a fax to [redacted] at Insinger (De Beaufort). He sets out the business address for the Evergreen Fund as being Evergreen Security Limited, Out Island Traders Building, East Bay Street, P.O.Box SS-19037, Nassau, Bahamas. He identifies the Fund Manager as Medallion Services LLC, 201 East Pine Street, Orlando, Florida, 32801. (Exh Ref. Insinger De Beaufort G3). b6 b7C

On the 10th January 2001 [redacted] writes a letter that appears to have been prepared to circulate to investors to inform them of the current "state of play" with regard to their investments. (Exh Ref. Insinger De Beaufort E1). In the letter [redacted] describes himself as the President of BJM International Services Inc, he gives a business address of 201 E. Pine Street, Suite 500, Orlando, Florida 32801. He states that BJM is the manager of Evergreen Security Limited. (Exh Ref. Insinger De Beaufort E1)

On a link chart dated the 11th January 2001 (Exh Ref. Insinger De Beaufort C) [redacted] is identified as the owner of Evergreen Security Limited and Evergreen. He is also President and CEO of True Investments Limited and KBZ Investments. Evergreen Security Limited is identified as using BJM International Services in the role of Fund Manager and APAM (Atlantic Portfolio Analytics & Management Inc.) as Investment Advisor. Medallion Securities are shown as being linked with BJM International Services and distributed literature advertising the Evergreen Fund. (Exh Ref. Insinger De Beaufort D). b6 b7C

On the 12th January 2001 [redacted] writes to the International Trust Company BVI Limited directing that they make available for inspection all documents and files relating to Evergreen. b6 b7C

On the 18th January 2001 Ansbacher BVI Limited file a SAR in relation to the activities of Evergreen Security Limited, the disclosure is made under the provisions of the Proceeds of Criminal Conduct Act 1997.

On the 2nd February 2001 BJM International Services, 201 E. Pine Street, Suite 500, Orlando, Florida, 32801 publish information concerning the pending bankruptcy proceedings of Evergreen Security Ltd.

In this letter Evergreen Security Ltd is described as being a BVI Corporation that is owned by a Bahamian holding company known as Evergreen Holding Investment Corporation. This company in turn is owned by True Investments Inc. [redacted] a resident of New Jersey, owns this company.

Three directors manage Evergreen Security: -

- [redacted] b6 b7C

BJM International Services describe themselves as the management company with [redacted] as the president and sole shareholder. They are said to have run the day-to-day operations of Evergreen Security Limited since June 1998. They were recruited to replace the former managers ABP International Services which was itself controlled by [redacted] b6 b7C

Evergreen Security Ltd employed the services of Investment Services International Limited to provide paying agent, registrar and transfer agent services as well as investor and advisor support.

[redacted] contracted with KBZ Investments, a Delaware corporation, to provide an unconditional guarantee to Evergreen Security Ltd's investors against the loss of their principal and interest up to the sum of US$190 million. [redacted] is himself the president of KBZ Investments Inc. b6 b7C

On the 12th February 2001 the Registrar of Mutual Funds writes to Ansbacher BVI Limited regarding their failure to notify Evergreen Security Limited of their obligations under the terms of the Mutual Funds Act 1996 when it came into force on the 2nd January 1998. They invited Ansbacher to respond.

On the 15th February 2001 Intrados S.A. a Trust Management Company from San Jose, Costa Rica, write to [redacted] concerning their representation of clients in the pending bankruptcy proceedings. In the letter they state that they are the custodians of [redacted] account (numbered 11121). They make reference to Honor F.A. Ltd and they state that in February 1999 Evergreen Security Ltd absorbed all assets and liabilities of Honor S.A.Ltd this being identified as a sub-fund of Evergreen. The author of the letter is [redacted] b6 b7C

On the 22nd February 2001 Intrados SA again write to [redacted] the letter deals with the issue to [redacted] of three certificates which were issued to them in respect of their investment. On this occasion [redacted] sends the letter.

Included at Appendix B to this report is a schedule of individuals and entities that are mentioned in the papers which we have in the WCCIT office.

[redacted]

APPENDIX 'A'

CERTIFICATE NUMBER	DATE OF ISSUE	AMOUNT	OWNERSHIP	INTEREST PAYMENT METHOD MONTHLY OR END OF TERM
5126	1st April 1994	US$28,400	Suisse Security Bank and Trust Co. #51173	EOT
5127	1st April 1994	US$45,500	Suisse Security Bank and Trust Co. #51180	EOT
5128	1st April 1994	US$25,000	Suisse Security Bank and Trust Co. #51184	EOT
5129	1st April 1994	US$10,000	Suisse Security Bank and Trust Co. #51187	EOT
5131	1st April 1994	US$108,000	Suisse Security Bank and Trust Co. #51189	EOT
5132	1st April 1994	US$44,800	Suisse Security Bank and Trust Co. #51190	MONTHLY
5133	1st April 1994	US$10,000	Suisse Security Bank and Trust Co. #51194	MONTHLY
5137	1st April 1994	US$25,000	Suisse Security Bank and Trust Co. #51176	EOT
5138	15th April 1994	US$25,000	Suisse Security Bank and Trust Co. #51177	EOT
5139	15th April 1994	US$15,000	Suisse Security Bank and Trust Co. #51178	EOT
5140	15th April 1994	US$45,000	Suisse Security Bank and Trust Co. #51198	EOT
5141	15th April 1994	US$50,000	Suisse Security Bank and Trust Co. #51196	EOT
5142	15th April 1994	US$25,000	Suisse Security Bank and Trust Co. #51193	EOT

5143	15th April 1994	US$50,000	Suisse Security Bank and Trust Co. #51195	MONTHLY
5144	15th April 1994	US$20,000	Suisse Security Bank and Trust Co. #51191	MONTHLY
5145	15th April 1994	US$54,900	Suisse Security Bank and Trust Co. #51199	MONTHLY
5146	15th April 1994	US$10,000	Suisse Security Bank and Trust Co. #51197	MONTHLY
TOTAL		**US$591,600**		

APPENDIX 'B'

NAME OF INDIVIDUAL	ADDRESS	RELATIONSHIP
American Bond Partners.(ABP International Services)	Bahamas Financial Centre, Shirley and Charlotte Streets, P.O. Box N8174, Nassau, Bahamas.	Connected to [redacted] and [redacted] Form some type of agreement with Evergreen Security Limited.
Atlantic Portfolio Analytics and Management Inc.	201 E. Pine Street, Suite 600, Orlando, Florida, 32801.	Controlled investment portfolio of Coastal International Life Insurance Company Limited. Investment advisors for Evergreen Security.
Ansbacher (BVI) Limited.	P.O. Box 659, Road Town, Tortola, British Virgin Islands.	Company formerly known as International Trust Company BVI Limited.
[redacted]	Havalet Trust Company.	Faxed by [redacted] re possible investment by individual named [redacted]
Barclays Bank.	Road Town, Tortola, British Virgin Islands.	Account holding branch for Evergreens first bank account numbered [redacted]
BJM International Services Inc.	BJM International Services, Suite 500, 201 E. Pine Street, Orlando. 32801.	This company serves as Manager for Evergreen Security Limited [redacted] s President. Publish literature re bankruptcy proceedings.
[redacted]	BJM International Services, Suite 500, 201 E. Pine Street, Orlando. 32801.	[redacted]
Boroughs, Grimm and Bennett	Orlando, Florida	Firm of Lawyers for whom [redacted] worked.
[redacted]	Main Street Holdings, P.O Box 362, Road Town, Tortola.	Attorney at Law. Shareholder and General Manager of Coastal International Life Insurance Company Ltd. 50% shareholder and President of Life Invest Inc. Connected withn Caribbean Corporate Services Limited. Connected to American Bond Partners.
[redacted]	Insinger DeBeaufort, BVI.	Sent fax by [redacted] re Evergreen Stable Yield Fund.
Bank of Butterfield	14 Bermudiana Road, Pembroke, Bermuda	Account holding branch for Evergreen account numbered [redacted]
Caribbean Corporate Services Limited.	Nanny Cay, P.O. Box 362, Road Town, Tortola, BVI.	[redacted] and [redacted] connected with this company.
[redacted]	San Jose, Costa Rica	[redacted]
[redacted]		May be identical with above.

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[redacted]	[redacted]	Contact name at Bank of Butterfield.
Coastal International Life Insurance Company Limited.		Subsidiary of Life Invest Inc.
Coastal States Life Insurance Company.	Atlanta, Georgia.	[redacted] and [redacted] connected with this company
Colina Financial Group.		Principal company controlling Colina Financial Advisors Limited. Larry R. [redacted] connected here.
[redacted]		Connected with ABP International Services, [redacted]
[redacted]	BVI	Sent fax by [redacted] re Evergreen Stable Yield Fund.
Evergreen Holding Investment Company	Bahamas	Owned by True Investments Inc [redacted] t owns Evergreen Security Ltd.
Evergreen Security Limited.	Out Island Traders Building, East Bay Street, P.O Box SS-19037, Nassau, Bahamas,	IBC number 114121set up in BVI. Owned by Bahamian company Evergreen Holding Investment Corporation. Employed services of Investment Services International.
Evergreen Stable Yield Fund Limited	Bahamas	Set up as a Bahamian Mutual Fund owned by True Investments Inc.
[redacted]	Sentinel Bank and Trust Ltd.	Director of Client accounting and director of Evergreen Stable Yield Fund.
[redacted]	Chapel Hill, British Virgin Islands.	Investor of US$800,000
First Bahamas Capital Limited.		Connected with Colina Financial Group and [redacted]
[redacted]	201 E. Pine Street, Suite 600, Orlando, Florida, 32801.	Employee of Coastal International Life Insurance Company Limited.
[redacted]	Conch Charters Limited, Fort Burt Marina, BVI.	Invests $150,000 in Evergreen Fund in June 1999.
[redacted]		Principal and Director of Colina Financial Advisors and Director of Evergreen Stable Yield Fund.
[redacted]		Indirect owner of Coastal States Life Insurance Company Limited.
Holland and Reilly, Accountants		Prepared report on Coastal International Life Insurance Company Limited.
Honor F.A. Ltd.		Assets and Liabilities absorbed by Evergreen Security.

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[redacted]	[redacted]	Connected with Atlantic Portfolio Analytics and Management Inc.
Imperial Consolidated Securities.	UK based	Said to be investment advisor for Evergreen fund.
Inter-American Companies.	P.O Box 2181, Boca Raton, Florida, 33427	Company believed connected with [redacted] - headed notepaper used by him in letters.
International Portfolio Analytics Ltd		Described as Investment Managers for Evergreen Stable Yield Fund.
International Trust Group BVI Limited.	P.O. Box 659, Road Town, Tortola, British Virgin Islands.	Company formation agents that set up Evergreen Security Limited.
Intrados S.A.	San Jose, Costa Rica.	Trust Management company said to represent investors in bankruptcy proceedings.
Investment Services International		Employed by Evergreen Security Limited to provide paying agent, registrar and transfer agent services as well as investor and advisor support.
I.T.G.Directors (T & C) Limited.	P.O. Box 156, Grand Turk, Turks and Caicos	First Directors of Evergreen Security Limited.
KBZ Investments	Delaware	[redacted] Provide unconditional guarantee to Evergreen Security up to $190 million.
[redacted]	[redacted]	Connected with Atlantic Portfolio Analytics and Management Inc. and described as Managing Director in charge of portfolio management with International Portfolio Analytics Ltd.
[redacted]	Thorand Trust and Management Limited, IDB House, East Bay Street, P.O. Box N3242, Nassau, Bahamas.	Provides letter of reference for [redacted]
Life Invest Inc.	201 E. Pine Street, Suite 500, Orlando, Fl, 32801.	Company owning Coastal international Life Insurance Company Ltd.
[redacted]	McKinney, Turner & Co. Counsel and Attorneys at Law, Oakridge House, 6 West Hill Street, P.O Box N8195, Nassau, Bahamas.	Provides letter of reference for [redacted]
Medallion Services LLC	201 E. Pine Street, Orlando, Florida, 32801.	Described as managers of Evergreen Stable Yield Fund Limited. Distributed literature advertising fund.
[redacted]	Trimarine Boat Company Ltd, P.O Box 3069, Road Town, Tortola.BVI.	Investor in Evergreen fund.
[redacted]		Unknown connection with Coastal International Life Insurance Company Limited.

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Bank of New York.		Said to be custodian of Evergreen funds (with Bank of Butterfield).
[redacted]		Attorney in Nassau
Prospect Reef Hotel.	Tortola, British Virgin Islands.	Location for meetings held by [redacted] in connection with Evergreen fund in 1996
Real Estate International (Bahamas) Co. Ltd.	P.O Box N7113, NP, Bahamas.	Company with which [redacted] is belkieved connected
[redacted]		Director of Evergreen Security
[redacted]		Works at International Trust Group BVI Limited. Connected to American Bond Partners.
Sentinel Bank and Trust Ltd.	Norfolk House, 3rd Floor, P.O. Box CB-12407, Nassau, Bahamas.	Described as Administrators for Evergreen Stable Yield Fund and Registered Agents for True Investments Limited.
[redacted]		Connected with Caribbean Corporate Services Limited.
[redacted]	Main Street Holdings, P.O Box 362, Road Town, Tortola.	Marketing Director, Shareholder and President of Coastal International Life Insurance Company Limited. Vice-President and Secretary of Life Invest. Inc. Connected with Caribbean Corporate Services Limited and Coastal States Life Insurance Company. Connected to American Bond Partners.
[redacted]		[redacted] and connected to Life Invest. Inc.
Suisse Security Bank	Orissa House, East Bay Street, Nassau, Bahamas.	Owners of certificates issued by Evergreen in respect of participation in fund.
[redacted]	Chief Financial Officer with ?	Connected with Evergreen Security Ltd in unknown capacity.
Tranmare Resources Limited.		BVI company used by [redacted] to make payment to Evergreen fund.
[redacted]		[redacted]
True Investments Limited.		Bahamian incorporated company.Registered agents for this company are Sentinel Bank and Trust [redacted] Said to own Evergreen Holding Investment Corporation.
UMB Bank NA.		Described as Custodian for Evergreen Stable Yield Fund.

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Vulcan Limited.	P.O. Box 156, Grand Turk, Turks and Caicos	
	New Jersey.	

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(Rev. 08-28-2000)

FEDERAL BUREAU OF INVESTIGATION

Precedence: ROUTINE **Date:** 06/04/2001

To: Tampa

From: Tampa
ORA-2
Contact: SA [redacted] (407) 838-2644

Approved By: [redacted]

Drafted By: [redacted]

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Case ID #: 196C-TP-52705 (Pending)

Title: EVERGREEN SECURITY, LTD.;
ET AL
SECURITIES FRAUD; FBW; MONEY LAUNDERING

Synopsis: To provide the results of investigation.

Details: On 5/16/01 the writer met with [redacted] who is on assignment to the WCCIT task force, FBI, Miami. [redacted]

[redacted] advised he has been assigned an investigation of Evergreen Security, Ltd. as a result of complaints received from investors residing in the British Virgin Islands and Anguilla. [redacted] said law enforcement authorities from the noted islands had provided him with investor records which he has reviewed and summarized in the attached document. [redacted] advised his primary subject is [redacted] formerly based in Boca Raton, Florida, who marketed Evergreen Security investments in the islands. [redacted] has since moved to Tucson, Arizona.

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During the course of the meeting SA [redacted] and [redacted] agreed to coordinate their respective investigations of Evergreen Security and SA [redacted] would arrange for [redacted] to meet with other members of the Tampa Securities Fraud Task Force in Tampa to discuss the cases.

♦♦

196C-TP-52705-15

FD-350 (Rev. 5-8-81)

(Mount Clipping in Space Below)

(Indicate page, name of newspaper, city and state.)

Date: June 11, 2001
Edition:
Tampa Tribune

Title:

Character: 196C-TP-52705
or
Classification:
Submitting Office: Tampa

Indexing:

Orlando man charged with stealing millions

NEW YORK – A Morris County man and two partners, one of whom is from Orlando, have been charged with stealing $27.7 million in 1999 and 2000 in a scam prosecutors say took advantage of retirees and financed his lavish lifestyle.

William J. Zylka, 65, of New Vernon is scheduled to be arraigned in New York today along with his neighbor and lawyer, James P. Conroy, 51.

They were arrested Friday along with Martin W. Boelens Jr., 44, of Orlando. Boelens was arraigned and freed on his own recognizance Friday.

Authorities in New York say Zylka conned investors by convincing them he was plugged into an elite world populated by the rich and famous such as former CIA Director William Casey.

The indictment charges they stole money under the guise of getting loans from the now-bankrupt Evergreen Security Ltd. of Orlando.

The money came from investors — many of whom were retirees from the Sun Belt who invested their life savings.

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196C-TP-52705-16

(Rev. 08-28-2000)

FEDERAL BUREAU OF INVESTIGATION

Precedence: ROUTINE **Date:** 07/23/2001

To: Tampa

From: Tampa
ORA-2
Contact: SA [redacted] (407) 838-2644 b6 b7C

Approved By: [redacted]

Drafted By: [redacted]

Case ID #: 196C-TP-52705 (Pending)

Title: EVERGREEN SECURITY, LTD.;
[redacted]
ET AL
SECURITIES FRAUD; FBW; MONEY LAUNDERING

Synopsis: To document a meeting of 7/10/01.

Details: On 7/10/01 [redacted] of the law firm Kirkconnell, Lindsey and Snure met with members of the Tampa Securities Fraud Task Force at the United States Attorney's Office, Tampa, Florida. [redacted] a former [redacted]

During the meeting, [redacted] was informed of the nature of the potential criminal charges [redacted] faced in regard to his ownership/position within Evergreen Security and to the opportunity to cooperate with the government's investigation of the principals and entities. [redacted] said he would relay the government's position to his client and would advise AUSA [redacted] of [redacted] decision. b6 b7C

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204 [redacted] 01.ec

196C-TP-52705-17

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To be filed

FD-302 (Rev. 10-6-95)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 07/23/2001

[redacted] appeared at the United States Attorney's Office (USAO), Tampa, Florida with his attorney Robert Leventhal. Participants in the interview included AUSAs [redacted] and [redacted] USAO, [redacted] U.S. Postal Inspector, [redacted] Office of the Comptroller, State of Florida, Special Agents (SA) [redacted] and [redacted] SA [redacted] U.S. Department of Labor, and SA [redacted] IRS. b6 b7C

[redacted] b5 b6 b7C b7D

Investigation on 7/12/01 at Tampa, Florida

File # 196C-TP-52705 -20 [redacted] Date dictated 7/23/01 b6 b7C

SA [redacted]

by Inv. [redacted]

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 07/30/2001

[redacted] appeared at the United States Attorney's Office (USAO), Tampa, Florida with his attorney [redacted] b6 b7C
Participants in the interview included Assistant United States Attorney (AUSA) [redacted] USAO, Special Agent (SA) [redacted] U.S. Postal Inspector, SA [redacted] FBI, Orlando, Inv. [redacted] Office of the Comptroller, State of Florida, and SA [redacted] IRS.

[redacted] b5 b6 b7C b7D

Investigation on 7/24/01 at Tampa, Florida

File # 196C-TP-52705-21 [redacted] Date dictated 7/30/01

SA [redacted] b6

by Inv. [redacted] b7C

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FD-302 (Rev. 10-6-95)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 08/08/2001

[redacted] was interviewed at the law offices of Robert Leventhal, 111 N. Orange Ave., Orlando, Florida. Participants in the interview included AUSA [redacted] SA [redacted] U.S. Postal Inspector, [redacted] Office of the Comptroller, State of Florida, SA [redacted] SA [redacted] IRA and SA [redacted] U.S. Department of Labor. This interview was conducted under the auspices of a proffer letter signed by [redacted] on July 12, 2001. b6 b7C

[redacted] b5 b6 b7C b7D

Investigation on 08/02/01 at Orlando, Florida

File # 196C-TP-52705-22 Date dictated 08/08/01

by SA [redacted] b6 b7C

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FD-302 (Rev. 10-6-95)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 08/15/2001

GRAND JURY MATERIAL - DISSEMINATE PURSUANT TO RULE 6(e)

[redacted] was advised of the identity of the agent as well as the nature of the contact. [redacted] was subsequently served with a Federal grand jury subpoena requiring [redacted] A copy of the subpoena is attached to this document.

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Investigation on 08/14/01 at [redacted]

File # 196C-TP-52705 -23 Date dictated 08/15/01

by SA [redacted]

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This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

AO 110 (Rev. 5/85) Subpoena to Testify Before Grand Jury

United States District Court

2001R0033611cpf

MIDDLE DISTRICT OF FLORIDA

TAMPA DIVISION

TO:

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SUBPOENA TO TESTIFY BEFORE GRAND JURY

SUBPOENA FOR:

☐ PERSON ☒ DOCUMENT(S) OR OBJECT(S)

YOU ARE HEREBY COMMANDED to appear and testify before the Grand Jury of the United States District Court at the place, date, and time specified below.

PLACE	COURTROOM
United States District Court 801 N. Florida Avenue, 4th Floor Tampa, Florida 33602	Room HR 4A / 423 GJ 00-3-23
	DATE AND TIME

YOU ARE ALSO COMMANDED to bring with you the following document(s) or object(s):*

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☐ *Please see additional information on reverse*

This subpoena shall remain in effect until you are granted leave to depart by the court or by an officer acting on behalf of the court.

CLERK	DATE
Sheryl L. Loesch	August 9, 2001
(BY) DEPUTY CLERK Vickie L. Downing	

This subpoena is issued on application of the United States of America	NAME, ADDRESS AND PHONE NUMBER OF ASSISTANT U.S. ATTORNEY
MAC CAULEY United States Attorney	Asst. U.S. Attorney 400 North Tampa Street, Suite 3200 Tampa, Fl. 33602 (813-274-6000)

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*If not applicable, enter "none".

AO 110 (Rev. 5/85) Subpoena to Testify Before Grand Jury

RETURN OF SERVICE (1)

	DATE	PLACE
RECEIVED BY SERVER	8/14/01	Tampa, Florida
SERVED	8/15/01	Lake Mary, Florida

SERVED ON (NAME)

SERVED BY

TITLE Special Agent

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STATEMENT OF SERVICE FEES

TRAVEL	SERVICES	TOTAL

DECLARATION OF SERVER (2)

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.

Executed on 8/15/01
Date

Signature of Server

FBI - Orlando, Florida
Address of Server

ADDITIONAL INFORMATION

(1) As to who may serve a subpoena and the manner of its service see Rule 17(d), Federal Rules of Criminal Procedure, or Rule 45(c), Federal Rules of Civil Procedure.

(2) "Fees and mileage need not be tendered to the witness upon service of a subpoena issued on behalf of the United States or an officer or agency thereof (Rule 45(c), Federal Rules of Civil Procedure; Rule 17(d), Federal Rules of Criminal Procedure) or on behalf of certain indigent parties and criminal defendants who are unable to pay such costs (28 USC 1825, Rule 17(b) Federal Rules of Criminal Procedure)".

Interview Memorandum

Robert F. Milligan
Comptroller of Florida

DATE OF INTERVIEW: March 27, 2001

INTERVIEWED: [redacted] b6 b7C

BY: [redacted] FICE, DBF

On March 27 2001, [redacted] date of birth [redacted] SSN [redacted] was interviewed at the United States Attorney's office in Tampa, Florida. [redacted] resides at [redacted] phone number [redacted] Those who attended this interview were [redacted] and [redacted] attorneys for [redacted] Florida Comptroller's Office, SA [redacted] FBI, [redacted] Postal Inspector, [redacted] AUSA Office, AUSA [redacted] and AUSA [redacted] provided the following information during the interview:

[redacted] b5 b6 b7C

[redacted] b6 b7C

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196C-TP-527055